

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re :
:
SEARS HOLDINGS CORPORATION, et al., : **Chapter 11**
:
:
Debtors.¹ : **Case No. 18-23538 (RDD)**
:
:

x

SUPPLEMENTAL AFFIDAVIT OF SERVICE

I, Arnold A. Jaglal, depose and say that I am employed by Prime Clerk LLC (“**Prime Clerk**”), the claims and noticing agent for the Debtors in the above-captioned chapter 11 cases.

On July 11, 2019, at my direction and under my supervision, employees of Prime Clerk caused the following document to be served via First Class Mail on the parties identified on the service list attached hereto as **Exhibit A**:

- Notice of (I) Hearing on Confirmation of the Plan and Procedures for Objecting to Confirmation of the Plan; and (II) Procedures and Deadline for Voting on the Plan, a copy of which is attached hereto as **Exhibit B**

[Remainder of the page intentionally left blank]

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innoval Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); Sears Brands Management Corporation (5365); and SRe Holding Corporation (4816). The location of the Debtors' corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

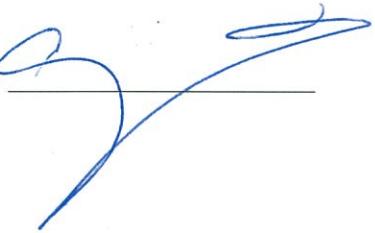
Dated July 16, 2019



Arnold A. Jaglal

State of New York
County of New York

Subscribed and sworn to (or affirmed) before me on July 16, 2019, by Arnold A. Jaglal,
proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature. 

CHANEL C PAGAN
Notary Public, State of New York
No. 01PA6339351
Qualified in Bronx County
Commission Expires March 28, 2020

Exhibit A

Exhibit A

Supplemental Service List
Served via First Class Mail

MMLID	NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTAL CODE
4233137	BYRAM, KYLE	REDACTED				
4455954	MARTYN, GRACE R	REDACTED				
4319341	MASDEN, CARLA D	REDACTED				
4357320	MASSEY-BANKS, TREANNA	REDACTED				
4446556	MATHER, GREGORY T	REDACTED				
4447675	MATHEWS, MOLLY A	REDACTED				
4354567	MAWRI, FAIZ	REDACTED				
4520235	MAYER, DOUGLAS	REDACTED				
4449235	MAYES, SAMANTHA A	REDACTED				
4444944	MAZZIE, JOSEPH M	REDACTED				
4452143	MBOW, ELHADJ	REDACTED				
4318262	MCCAULEY, JOSEPH	REDACTED				
4311535	MCCOY, ANGELA	REDACTED				
4461371	MCCOY, HAILEY D	REDACTED				
4376061	MCCOY, KEYMONICA	REDACTED				
4320323	MCCRACKEN, PATRICIA	REDACTED				
4316771	MCDANIEL, JEFFREY	REDACTED				
4305908	MCDONALD, JESSIKA L	REDACTED				
4453259	MCELROY, MICHELE L	REDACTED				
4662004	MCGARGILL, ZAC	REDACTED				
4650728	MGEE, LAVONNE	REDACTED				
4454492	MCGILLVARY, STEPHANIE	REDACTED				
4311053	MCGUINNESS, BRIAN	REDACTED				
4275280	MCGUIRE, ALEX	REDACTED				
4360072	MCKAIN, DONNA M	REDACTED				
4454107	MCLAIN, PEYTON E	REDACTED				
4460575	MCLAUGHLIN, ERIN	REDACTED				
4355579	MCLEAN, EMILY	REDACTED				
4846854	MCPOLAND DESIGN INSTALLATIONS	PO BOX 603764		CLEVELAND	OH	44103-0764
4445911	MEARS, DONALD	REDACTED				
4576221	MEDINA, MARIAH R	REDACTED				
4361422	MELANGTON, JOHN T	REDACTED				
4356771	MELSON, JACOB	REDACTED				
4275147	MENA, JEANINE	REDACTED				
4274553	MERAZ, SKYLYND	REDACTED				
4361884	MEREDITH, MITCHELL	REDACTED				
4522080	MERRIWETHER, LAUREN	REDACTED				
4575334	MESSMANN, TEHYA M	REDACTED				
4851202	MG RENOVATIONS LLC	539WZ7465 BROOKHILL DR		WAUKESHA	WI	53189-6406
4872997	MIDWEST INSTALLATIONS	455 MACK RD		LAKEVILLE	MI	48367-3515
5713222	MIKE BENNETT	313 W 2ND ST		SPENCER	IA	51301-4116
4884284	MIKE-SELLS POTATO CHIP COMPANY	333 LEO ST		DAYTON	OH	45404-1007
4514510	NOONEY, MADELINE S	REDACTED				
4366875	NORDTVEDT, LARRY L	REDACTED				
4450796	NORMAN, KHIRE E	REDACTED				
4655189	NORRIS, SHARON	REDACTED				
4446045	NORTHRUP, JARED T	REDACTED				
4306242	O'BRIEN, THERESE	REDACTED				
4658587	OEHLSCHLAEGER, PRISCILLA G.	REDACTED				
4319093	OGBULU, JOI	REDACTED				
4573883	OHERRIN, SEAN M	REDACTED				
4459338	OHLER, ZACHARY P	REDACTED				
4273563	OISTAD, BRADLEY J	REDACTED				
4622569	ORR, MICHAEL	REDACTED				

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MMLID	NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTAL CODE
4458437	ORR, TIFFANY N	REDACTED				
4353969	ORTIZ, HEATHER A	REDACTED				
4354386	OVERMYER, NATEARI M	REDACTED				
4458596	OWENS, BRITTANY	REDACTED				
4449190	OWENS, JAMAZIA L	REDACTED				
4353779	PANTOJA SALTO, ALAN	REDACTED				
4459798	PAPPAS, ALLISON	REDACTED				
4452757	PARSONS, JOSHUA DAVID PARSONS D	REDACTED				
4448547	PASQUALE, MICHAEL J	REDACTED				
4450443	PATCHIN, ASHLEE M	REDACTED				
4699823	PATNAIK, RAKESH	REDACTED				
4348755	PATNODE, KAREN	REDACTED				
5735527	PATRICK STODDARD	515 N MAPLE GROVE AVE		HUDSON	MI	49247-1122
4797497	PAUL DOUTHITT	DBA EXOTICSEEDS	4094 W 900 N	MICHIGAN CITY	IN	46360-9784
5736059	PAUL KRIER	1200 UNIVERSITY AVE STE 110		DES MOINES	IA	50314-2355
4389861	PAVLISH-EDMUNDSON, STEPHANIE	REDACTED				
4455808	PAXTON, CHRISTINA F	REDACTED				
5737230	PEGGY HAYDEN	REDACTED				
4454126	PELFREY, JESSICA M	REDACTED				
4358082	PENN, TODD	REDACTED				
4460558	PERRY, MELISSA	REDACTED				
4711075	PERSON, LEONTINE	REDACTED				
4356482	PETERS, MICHAEL	REDACTED				
4377009	PETERSON, COLE	REDACTED				
4461203	PETRELLA, DOUGLAS	REDACTED				
4356891	PETTWAY, TERESA L	REDACTED				
4514439	PEYSAKHOVICH, KATHLEEN	REDACTED				
4299344	PHASALKAR, RAGHAVENDRA A	REDACTED				
4604766	PINSON, CHARLES	REDACTED				
4359814	PIPKINS, STEFANI A	REDACTED				
4282210	PISER, JOSEPH	REDACTED				
4517793	PITTMAN, MICHAEL	REDACTED				
4355821	PJETRI, XHULJA	REDACTED				
4445382	PLACKE, COURTNEY E	REDACTED				
4449585	PLETCHER, MORGAN	REDACTED				
4308483	PLOTNER, JAYDEN	REDACTED				
4609290	POINDEXTER, LAURRYCHA	REDACTED				
4876372	PORTAGE COUNTY GAZETTE	GAZETTE PUBLISHING INC	1024 MAIN ST	STEVENS POINT	WI	54481-2859
4319596	POTTINGER, GLORIA	REDACTED				
4320116	POWELL, BRITTANY P	REDACTED				
4670059	PRICE, DWIGHT	REDACTED				
4461486	PRICE, LESLEY	REDACTED				
4604280	PRICE, MONICA	REDACTED				
4276521	PRICE, SANDRA	REDACTED				
4457861	PRITCHARD, BRIELLE	REDACTED				
4311090	PROPHET, KIMBERLY	REDACTED				
4310104	PROTHERO, RACHAEL M.	REDACTED				
4305776	PRUITT, BROOKE	REDACTED				
4454417	PUGH, CHRISTIAN M	REDACTED				
4515135	PUTMAN, CHARLES M	REDACTED				
4307702	QUARLES, DARIANE M	REDACTED				
4307898	QUILLEN, EMILY A	REDACTED				
4316869	QUINCY, NIKITA	REDACTED				
4888841	R&R DRAIN PRO LLC	TROY TANNER	881 W CENTER ST STE A	MARION	OH	43302-3476

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MMLID	NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTAL CODE
4458081	RADEMACHER, ANGELA J	REDACTED				
4356118	RADTKE, BARBARA	REDACTED				
4363852	RAINVILLE, JOHN P	REDACTED				
4353958	RAJENDRAN, VIDYA	REDACTED				
4390482	RALSTON, TARA	REDACTED				
4310340	RAMADAN, RAMI K	REDACTED				
4454970	RAMSEY, MADISON T	REDACTED				
4273095	RASMUSSEN, KENT	REDACTED				
4447039	RASSETTER, JESSICA L	REDACTED				
4767448	RAU, RUSSELL	REDACTED				
4317792	RAY, COLLIN	REDACTED				
4316647	RAY, GARY	REDACTED				
4447231	REDMOND, RUSHIDA	REDACTED				
4390215	REED, AMANDA	REDACTED				
4679957	REED, FLOYD	REDACTED				
4448712	REED, HANNA	REDACTED				
4678297	REED, JUDIE	REDACTED				
4451370	REED, KACEY	REDACTED				
4456737	REEDER, LINDA F.	REDACTED				
4307297	REESE, SCOTT A	REDACTED				
4452469	REEVES, ADELYNN LOUISE	REDACTED				
4445952	REINHART, DAKOTA	REDACTED				
4549094	REMILY, EMMA L	REDACTED				
4724876	REMOLE, BRIGITTA	REDACTED				
4718544	RENCH, JESSE E	REDACTED				
4565484	RENDON, KAYLEE	REDACTED				
4177496	RENKERT, MONICA	REDACTED				
4594478	RENNHACK, PAMELA J	REDACTED				
4809321	RENO SPARKS CHAMBER OF COMMERCE	449 S VIRGINIA ST # 300		RENO	NV	89501-2108
4276878	RENO, DAVID N	REDACTED				
4200403	REQUENA, JOSE A	REDACTED				
4154306	RESSA, SHEA	REDACTED				
4810614	RETAIL ARCHITECTURAL DESIGN	2925 NW 126TH AVE APT 106		SUNRISE	FL	33323-6321
4800923	REVANT LLC	224 SE 2ND AVE		PORTLAND	OR	97214
5798474	REVFLUENCE, INC	550 MONTGOMERY ST FL 8		SAN FRANCISCO	CA	94111-2538
4285447	REY, SHAMICHA	REDACTED				
4197602	REYES, BRIANNA	REDACTED				
4202674	REYES, CELINA	REDACTED				
4155753	REYES, LIANET	REDACTED				
4410373	REYES, LOURDES	REDACTED				
4680920	REYES, ROSANNA	REDACTED				
4389928	REYES, VANESSA	REDACTED				
4187169	REYES-MUNOZ, DANIEL	REDACTED				
4409953	REYNA, CHARLES A	REDACTED				
4172243	REYNA, ESTAFANA	REDACTED				
4160093	REYNOLDS, CINCLAIRE	REDACTED				
4509045	REYNOLDS, ERICA	REDACTED				
4315447	REYNOLDS, JESSICA D	REDACTED				
4520520	REYNOLDS, MICHAEL J	REDACTED				
4210588	REYNOSO, ENRIQUE R	REDACTED				
4392537	REZAC, KARSEN H	REDACTED				
4287206	RHOADES, KALEB M	REDACTED				
4547767	RHODES, BRIANA	REDACTED				
4197732	RHODES, QWANISHA K	REDACTED				

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MMLID	NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTAL CODE
4475830	RICE, JOSHUA C	REDACTED				
4454307	RICE, KRISTEN N	REDACTED				
4476673	RICE, NATASHA	REDACTED				
4293696	RICH, ALEXANDER R	REDACTED				
4623481	RICH, EARL	REDACTED				
4847197	RICHARD RODRIGUEZ	9758 HARBOR MIST LN		CONVERSE	TX	78109-1836
4682492	RICHARD, JENNIFER S	REDACTED				
4657354	RICHARDS, BRENDA	REDACTED				
4274821	RICHARDS, CAL	REDACTED				
4372847	RICHARDS, KEELY	REDACTED				
4595358	RICHARDS, REBECCA	REDACTED				
4337042	RICHARDSON, ARIONNA M	REDACTED				
4484260	RICHARDSON, EMANUEL	REDACTED				
4464161	RICHARDSON, KIA	REDACTED				
4313724	RICHARDSON, SUSAN	REDACTED				
4409720	RICHEY, HAYLEE M	REDACTED				
4409363	RICHEY, KAYLEE	REDACTED				
4341508	RICHISON, AYSEN	REDACTED				
4842082	RICHMAN, JEFF	REDACTED				
4459971	RICHMOND, LINDSEY	REDACTED				
4284620	RICHTEMEYER, SUE A	REDACTED				
4308646	RIDDICK, MAYA N	REDACTED				
4409624	RIDDLE, CASEY	REDACTED				
4369290	RIDENHOWER, SARAH M	REDACTED				
4517372	RIDENOUR, CHRISTIAN D	REDACTED				
4451441	RIDER, HANNAH J	REDACTED				
4277293	RIDER, MICHAEL J	REDACTED				
4379738	RIDER, RAY A	REDACTED				
4392181	RIEDMILLER, KIM L	REDACTED				
5486086	RIGGI, SUSAN E.	REDACTED				
4312651	RIGGS, NICOLE	REDACTED				
4240248	RIGO, RICHARD G	REDACTED				
4709085	RILEY, LATRINDA	REDACTED				
4293870	RILEY, LINDA	REDACTED				
4646517	RIOS, STEPHANIE	REDACTED				
4480433	RITCHIE, DOUGLAS	REDACTED				
4757776	RIVADENEIRA, DONNA	REDACTED				
4533483	RIVERA, ADRIAN	REDACTED				
4288398	RIVERA, AMANDA	REDACTED				
4442626	RIVERA, ANTHONY W	REDACTED				
4197951	RIVERA, CECELIA	REDACTED				
4208933	RIVERA, DAVID	REDACTED				
4240934	RIVERA, GLORIA	REDACTED				
4487345	RIVERA, JALEEL	REDACTED				
4161043	RIVERA, MARGARITA	REDACTED				
4762286	RIVERA, RACHAEL	REDACTED				
4308782	RIVERA, VICTORIA	REDACTED				
4376871	RIVERA, ZACHARY L	REDACTED				
4429812	RIVERA-LOPEZ, JENNIFER	REDACTED				
4427244	RIVERS, BRIENNA L	REDACTED				
4858419	RIVERSIDE CLEANING SERVICES INC	333 17TH ST STE R		VERO BEACH	FL	32960-5687
4198173	RIVONGKHAM, CHRISTINA	REDACTED				
4535615	RIZCALLAH, CECILIA J	REDACTED				
4325089	ROBAIR, SANDY	REDACTED				

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MMLID	NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTAL CODE
4668079	ROBB, DAVE J	REDACTED				
4304311	ROBBINS, CHELSEA	REDACTED				
4592367	ROBBINS, EDWIN	REDACTED				
4553234	ROBBINS, KRYSTAL	REDACTED				
4681587	ROBERSON, GIZELLE	REDACTED				
4796220	ROBERT K BANKS	DBA TEAM SPIRIT STORE	2306 W MADISON AVE	BOISE	ID	83702-4815
4842208	ROBERT NESTOR	REDACTED				
4842219	ROBERT RIONDA INTERIORS	REDACTED				
4350620	ROBERTS, AARON D	REDACTED				
4856246	ROBERTS, BRITTANY	REDACTED				
4227068	ROBERTS, DONALD	REDACTED				
4671795	ROBERTS, MARY	REDACTED				
4285964	ROBERTS, MELISSA	REDACTED				
4388654	ROBERTS, NORMAN E	REDACTED				
4322756	ROBERTS, OCTAVIA	REDACTED				
4449549	ROBERTS, TESSIE	REDACTED				
4314851	ROBERTS, VICTORIA S	REDACTED				
4302206	ROBERTSON, RACHEL J	REDACTED				
4549967	ROBEY, ELIZABETH	REDACTED				
4275811	ROBINSON, ALEIA N	REDACTED				
4152335	ROBINSON, AMBER M	REDACTED				
4742739	ROBINSON, ANNETTE	REDACTED				
4291202	ROBINSON, JA'NIQUA	REDACTED				
4681859	ROBINSON, JERRY	REDACTED				
4558605	ROBINSON, KALA	REDACTED				
4384266	ROBINSON, KAYASHA D	REDACTED				
4263090	ROBINSON, MANDISA L	REDACTED				
4162227	ROBINSON, MARKAISHA	REDACTED				
4371813	ROBINSON, SHANTERRIA W	REDACTED				
4156123	ROBLES III, ROBERT	REDACTED				
4482132	ROBLES, BIANCA	REDACTED				
4275220	ROBLEY, MIKE	REDACTED				
4302444	ROBSON, BRAYDEN L	REDACTED				
4792913	Robson, Christopher	REDACTED				
4527452	ROCHE, COLLIN	REDACTED				
4190080	RODARTE JR, RODRIGO	REDACTED				
4772061	RODAS, VENNESSIA	REDACTED				
4180724	RODDY, ANTIONETTE	REDACTED				
4172715	RODDY, RODGRICK T	REDACTED				
4649168	RODGERS, GREGORY	REDACTED				
4447509	RODGERS, HEAVEN	REDACTED				
4257770	RODGERS, WILLIAM T	REDACTED				
4385775	RODRIGUEZ, ANAMARIE	REDACTED				
4723503	RODRIGUEZ, CATHLEEN M	REDACTED				
4213867	RODRIGUEZ, CHELSEA	REDACTED				
4186372	RODRIGUEZ, FABIAN M	REDACTED				
4441064	RODRIGUEZ, FABIOLA O	REDACTED				
4247429	RODRIGUEZ, GRACE P	REDACTED				
4229147	RODRIGUEZ, JENNIFER	REDACTED				
4744090	RODRIGUEZ, JOAQUIN	REDACTED				
4526997	RODRIGUEZ, JOSEPH	REDACTED				
4544545	RODRIGUEZ, KRISTOPHER	REDACTED				
4535165	RODRIGUEZ, LINDA J	REDACTED				
4602500	RODRIGUEZ, MARY	REDACTED				

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MMLID	NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTAL CODE
4155426	RODRIGUEZ, MELANIE	REDACTED				
4280944	RODRIGUEZ, MODESTA	REDACTED				
4388279	RODRIGUEZ, NOEL	REDACTED				
4243359	RODRIGUEZ, NURIA M	REDACTED				
4545514	RODRIGUEZ, PETER T	REDACTED				
4411564	RODRIGUEZ, RACHAEL	REDACTED				
4842324	RODRIGUEZ, RAFAEL	REDACTED				
4732260	RODRIGUEZ, RICHARD	REDACTED				
4228135	RODRIGUEZ, ROSA	REDACTED				
4727695	RODRIGUEZ, ROSA M	REDACTED				
4236348	RODRIGUEZ, ROXANA	REDACTED				
4326159	RODRIGUEZ-MATOS, JESSICA	REDACTED				
4412133	RODRIGUEZ-MONTIJO, TELMA	REDACTED				
4196391	ROE, STEWART	REDACTED				
4414429	ROEHR, NANCY L	REDACTED				
4602922	ROGERS, AARON	REDACTED				
4565570	ROGERS, CHRISTIAN	REDACTED				
4448641	ROGERS, DARIUS	REDACTED				
4555146	ROGERS, JASMINE S	REDACTED				
4361289	ROGERS, LATICIA	REDACTED				
4285291	ROJAS-CINEROS, MARIO	REDACTED				
4476154	ROLLAND, CALVIN	REDACTED				
4683085	ROLLER, CHRISTINE E.	REDACTED				
4205579	ROMAN, NESTOR E	REDACTED				
4474089	ROMAN, ROSEMARY	REDACTED				
4577936	ROMINE, MICHAEL	REDACTED				
4421935	ROOD, ASHLEY A	REDACTED				
4560268	ROOTS, LATOYA	REDACTED				
4255152	ROSADO, JOSEPH J	REDACTED				
4856640	ROSALES, MELISSA	REDACTED				
4469587	ROSBOROUGH, ZACHARY	REDACTED				
4829774	ROSEVEAR,KEN	REDACTED				
4647632	ROSS, KENNETH R	REDACTED				
4548815	ROSSER, MALISSA	REDACTED				
4654138	ROTH, CHERIE	REDACTED				
4744967	ROTONDO, ROSEMARIE	REDACTED				
4524756	ROUGEAU JR, JONATHAN	REDACTED				
4543790	ROUGEAU, TONYA E	REDACTED				
4829792	ROUNDS,DOUG	REDACTED				
4633575	ROUNDTREE, PEARLY	REDACTED				
4388188	ROUNTREE, CYNTHIA A	REDACTED				
4373975	ROWE, ALEXIA	REDACTED				
4880196	ROYAL CROWN BTLG CO	21 LYNWOOD RD		ASHEVILLE	NC	28804-2602
4189480	ROYAL, TINESHIA	REDACTED				
4391204	ROYBALL, CHRIS	REDACTED				
4390698	ROYBALL, TERESA	REDACTED				
4539142	ROY, DUSTIN D	REDACTED				
4640803	ROZIER, EUGENIA LEE	REDACTED				
4165120	RUBALCAVA, SAHARA J	REDACTED				
4286610	RUDOLPH, WILLIAM P	REDACTED				
4434286	RUDY, SHANNON	REDACTED				
4291941	RUEFER, EMILY C	REDACTED				
4385896	RUFFNER, JEFFERY	REDACTED				
4192299	RUIZ SANTIAGO, IRVING E	REDACTED				

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MMLID	NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTAL CODE
4553062	RUIZ, BRYANT M	REDACTED				
4166685	RUIZ, ZORAIDA	REDACTED				
4608723	RUSHING, FLORENCE	REDACTED				
4829814	RUSHING, MICHAEL	REDACTED				
4649073	RUSK, DEAN M	REDACTED				
4315026	RUSSELL, KEITH	REDACTED				
4569306	RUSSELL, MEGUMI	REDACTED				
4760290	RUSSELL, PHYLLIS	REDACTED				
4658970	RUSSIAN, CHRIS	REDACTED				
4560364	RUTH, AMANDA L	REDACTED				
4181076	RUTKOWSKI, DAVID	REDACTED				
4343614	RUTLEDGE, IMANI J	REDACTED				
4381153	RUTSCH, HEATHER M	REDACTED				
4164113	RYAN, BRANDON	REDACTED				
4586676	RYAN, HOWARD M	REDACTED				
4442660	RYAN, KEVIN T	REDACTED				
4569224	RYAN, PRICE D	REDACTED				
4244598	RYE, SANDRA R	REDACTED				
4617770	RYKER, CAROLYN	REDACTED				
4474922	RYLES, LABRIYAH	REDACTED				
4770132	RYTHER, DANIAL	REDACTED				
4467665	SABATINO, JANE B	REDACTED				
4520506	SACKETT, KALEE A	REDACTED				
4302471	SAENZ ROZAS, SANTIAGO	REDACTED				
4410277	SAENZ, MANUEL D	REDACTED				
4149747	SAFEEULLAH, ALYCE SHONTE	REDACTED				
4171549	SAFFEL, BRANDON	REDACTED				
4286934	SAGO, TIANYA	REDACTED				
4546870	SAHAGUN, DIAMOND D	REDACTED				
4292114	SAHTOUT, ALI	REDACTED				
4524573	SAINI, SAMIA P	REDACTED				
4148244	SAINVIL, JONAS	REDACTED				
4531927	SAIZ, MICHAEL	REDACTED				
4762137	SALAMANCA, JANETT	REDACTED				
4544925	SALAS, CRYSTAL	REDACTED				
4534756	SALAS, LEISHA J	REDACTED				
4176056	SALAZAR III, FRANCISCO	REDACTED				
4411070	SALAZAR, ANGEL C	REDACTED				
4410854	SALAZAR, CRYSTAL ROSE	REDACTED				
4202609	SALAZAR, JOHNNY	REDACTED				
4467062	SALAZAR, LORRAINE	REDACTED				
4173835	SALCEDO, LILIANA	REDACTED				
4594689	SALEM, MAGDY	REDACTED				
4644395	SALICRUP, JUAN	REDACTED				
4384270	SALINAS, REBEKAH A	REDACTED				
4645424	SALTARELLI, THOMAS	REDACTED				
4508450	SALTERS, TANESHA C	REDACTED				
4231007	SALYER, JAMES M	REDACTED				
4273432	SALZGEBER, JACKIE L	REDACTED				
5765160	SAMANTHA SHEARS	3295 148TH ST W		ROSEMOUNT	MN	55068
4634241	SAMPLES, MARY Y	REDACTED				
4383343	SAMPSON, AJA	REDACTED				
4508111	SAMUEL, AUQUILLA V	REDACTED				
4154020	SAN NICOLAS, TRICIA M	REDACTED				

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Supplemental Service List
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MMLID	NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTAL CODE
4413026	SANA, MAYDINE C	REDACTED				
4187857	SANCHEZ MARTINEZ, JESSICA	REDACTED				
4232998	SANCHEZ, ALBERTO V	REDACTED				
4293130	SANCHEZ, ANDREA J	REDACTED				
4157065	SANCHEZ, APRIL	REDACTED				
4209211	SANCHEZ, CINDI	REDACTED				
4169449	SANCHEZ, EMILIANO A	REDACTED				
4164517	SANCHEZ, GRISELDA	REDACTED				
4357707	SANCHEZ, LORETTA A	REDACTED				
4663333	SANCHEZ, MARTHA	REDACTED				
4145696	SANDERS, CHARLES	REDACTED				
4416933	SANDOVAL, LILIANA	REDACTED				
4289096	SANDSTROM, STUART E	REDACTED				
4445429	SANFORD, HEATHER	REDACTED				
4464976	SANSTRA, MARY	REDACTED				
4609096	SANTIAGO, AMANDA	REDACTED				
4418004	SANTIAGO, JASMINE A	REDACTED				
4251915	SANTIAGO, JOSE A	REDACTED				
4487494	SANTIAGO, ROSITA	REDACTED				
4446195	SANTOS VALLIM, THALITA	REDACTED				
4364963	SANTOS, ROSANNA	REDACTED				
4605966	SANTOS, TUNISIA S	REDACTED				
4368832	SAOFAIGAALII, ANGEL	REDACTED				
4427385	SARACH, ZACHARY M	REDACTED				
4563212	SARAZIN, ALLEN L	REDACTED				
4372034	SARDESON, AMBER M	REDACTED				
4334057	SARGENT, MARGARET	REDACTED				
4194736	SARKAR, CHOMPA	REDACTED				
4255909	SARNOSKI, JOHN W	REDACTED				
4467755	SARVABUI, JANA L	REDACTED				
4455369	SATRE-WILLIAMS, RUTH	REDACTED				
4618854	SAUCEDO, PAMELA	REDACTED				
4882193	SAUDER PLUMBING COMPANY	4459 FORDER RIDGE DR		SAINT LOUIS	MO	63129-7126
4274466	SAULSBURY, KYLE	REDACTED				
4382289	SAULTER, CHRISTOPHER	REDACTED				
4384056	SAUNDERS, BETTY	REDACTED				
4229061	SAUVEUR, FAIKA	REDACTED				
4302837	SAVAGE, LAUREN A	REDACTED				
4704586	SAVAGE, VALERIA	REDACTED				
4289913	SAVAGE, WILLIAM H	REDACTED				
4862238	SAVINO DEL BENE	220 W SOUTH THORNDALE AVE		BENSENVILLE	IL	60106
4737441	SAVIO, CHRISTOPHER	REDACTED				
4486012	SAWYERS, MICHAEL J	REDACTED				
4214608	SAYED, ALY	REDACTED				
4556495	SAYED, SAYED O	REDACTED				
4286993	SAYERS, AMY	REDACTED				
4303333	SAYLOR, MONIQUE	REDACTED				
4414747	SCAGGS, PATRICIA A	REDACTED				
4547637	SCAIFE, ALYX	REDACTED				
4576989	SCALES, BRITTANY G	REDACTED				
4366808	SCANLON, ANNA L	REDACTED				
4257228	SCAVARELLI II, GEORGE	REDACTED				
4470354	SCEARNS, JONATHAN L	REDACTED				
4282628	SCHAAFSMA, LINDSEY M	REDACTED				

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Supplemental Service List
Served via First Class Mail

MMLID	NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTAL CODE
4573065	SCHABEL, CHRISTOPHER W	REDACTED				
4514468	SCHAFFER, MATTHEW P	REDACTED				
4218998	SCHAFFNER, KIMBERLY R	REDACTED				
4565378	SCHALLENKAMP, ERIN	REDACTED				
4280776	SCHARTZ, TERA L	REDACTED				
4620486	SCHEAR, SHANNON	REDACTED				
4556577	SCHEWLAKOW, JORDAN M	REDACTED				
4277030	SCHEXNAYDRE, AMANDA E	REDACTED				
4572158	SCHICK, BRITTANY L	REDACTED				
4415450	SCHILLER, ADDISON	REDACTED				
4538147	SCHLAFFER PONTE, LILIANA M	REDACTED				
4389832	SCHLITT, JACOB	REDACTED				
4358880	SCHLOSSER, GREGORY	REDACTED				
4590000	SCHMELTZER, DONALD E	REDACTED				
4446161	SCHMIDLING, BERNARD	REDACTED				
4573605	SCHMIDT, EMMA S	REDACTED				
4574088	SCHMIDT, SCOTT	REDACTED				
4859516	SCHNEIDER ELECTRIC IT MISSION	3975 FAIR RIDGE DR STE 5210		FAIRFAX	VA	22033-2930
4822363	SCHNEIDER, VICTOR & TRAN	REDACTED				
4822366	SCHNUCK, NATALIE	REDACTED				
4296314	SCHOENFELD, JAY D	REDACTED				
4185178	SCHOETTLER, DAVID G	REDACTED				
4391692	SCHOUTTEET, AUSTIN R	REDACTED				
4668291	SCHRANTZ, KARL	REDACTED				
4537515	SCHREIBER, MORGAN	REDACTED				
4159752	SCHRODER-EARLE, ROBIN	REDACTED				
4370079	SCHRUM, SAVANNAH L	REDACTED				
4376314	SCHUCHARD, SHELBY	REDACTED				
4822386	SCHUCHTER , PAULA AND STEVE	REDACTED				
4338622	SCHUERHOLZ, DAWN P	REDACTED				
4434760	SCHUESSLER, SAMANTHA R	REDACTED				
4343122	SCHULTZ, ALEXANDER V	REDACTED				
4491401	SCHULTZ, DAWN	REDACTED				
4160164	SCHULZ, KATHLEEN M	REDACTED				
4765713	SCHWARTZ, GERALD	REDACTED				
4285479	SCHWARTZ, JORDAN S	REDACTED				
4544177	SCOTT, BRITTNEY	REDACTED				
4631160	SCOTT, JAMES	REDACTED				
4145825	SCOTT, KAYLA D	REDACTED				
4470248	SCOTT, ROBIN	REDACTED				
4365097	SCOTT, SAM	REDACTED				
4293671	SCOTT, YOLANDA	REDACTED				
4509033	SCOTT, ZECHARIAH	REDACTED				
4203983	SCRUGGS, AUTUMN D	REDACTED				
4538703	SCULLY, GREGORY M	REDACTED				
4555863	SEABORNE, SYREETA	REDACTED				
4529125	SEALS, THOMAS B	REDACTED				
4755345	SEAMAN, JIM	REDACTED				
4625199	SEARLE, STEPHEN	REDACTED				
4310125	SEARLES, ANGELA	REDACTED				
4517964	SEARS, ALMA V	REDACTED				
4306160	SEARS, SHELBY A	REDACTED				
4761530	SEDA, SHERRI	REDACTED				
4759700	SEE, DONALD	REDACTED				

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Supplemental Service List
Served via First Class Mail

MMLID	NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTAL CODE
4314061	SEGURA, LILLIANA M	REDACTED				
4198603	SELF, HOLLY C	REDACTED				
4284716	SELLAPPAN, SIVANESAN	REDACTED				
4524516	SELLERS, RAVEN C	REDACTED				
4343317	SELLMAN, MICHAEL W	REDACTED				
4359209	SENFTLEBEN, CARYN	REDACTED				
4623676	SENKEL, BRANDI	REDACTED				
4681910	SERAME, LORI	REDACTED				
4281010	SERNA, EVELYN	REDACTED				
4164793	SERRATOS, ALYSIA M	REDACTED				
4217002	SERVIN, CHRISTOPHER J	REDACTED				
4558944	SESLER, ABIGAIL	REDACTED				
4683549	SESSION, JACOB	REDACTED				
4372554	SETTLES, KAITLIN A	REDACTED				
4489526	SEWELL, ANYA	REDACTED				
4552441	SEXTON, JIM C	REDACTED				
4574909	SEXTON, MELISSA	REDACTED				
4842949	SEYBERT, WILLIAM	REDACTED				
4754374	SHADWICK, GEORGE	REDACTED				
4528914	SHADWICK, MISTY	REDACTED				
4678234	SHAH, SONIA	REDACTED				
4524009	SHAHWAN, BARAKAT M	REDACTED				
4396790	SHAMIL, YOUSIF M	REDACTED				
4513718	SHANEYFELT, SAMANTHA	REDACTED				
4514563	SHANEYFELT, SHELLY K	REDACTED				
4232248	SHANK, DONNA	REDACTED				
4264695	SHANNON, ALLISON	REDACTED				
4372463	SHANNON, CHRISTOPHER	REDACTED				
4223991	SHAPIRO, TARA S	REDACTED				
4566835	SHAREEF, SHAHEDA	REDACTED				
4473086	SHARKEY, TIMOTHY R	REDACTED				
4393226	SHARMA, KOMAL	REDACTED				
4282634	SHARMA, VARUN	REDACTED				
4863582	SHARN ENTERPRISES INC	540 ABERDEEN RD		FRANKFORT	IL	60423-9712
5773695	SHARON LENZ	3439 STATE ST APT D67		OMAHA	NE	68112-1787
4469090	SHARP, CHARLOTTE M	REDACTED				
4218187	SHARP, JAKOB	REDACTED				
4298084	SHARP, TANIESHA	REDACTED				
4515216	SHARPLEY, TYMARIUS	REDACTED				
4450760	SHAVERS, JORDAN R	REDACTED				
4517230	SHAW, ALEXIS N	REDACTED				
4741668	SHAW, ANITA	REDACTED				
4379952	SHAW, ASHLEY	REDACTED				
4628746	SHAW, BRAD	REDACTED				
4394220	SHAW, DANA L	REDACTED				
4773278	SHAW, MYRA	REDACTED				
4846185	SHAWN HODSON	4207 Mountain Peak Way		Kingwood	TX	77345-1015
4595298	SHEA, GALEN E	REDACTED				
4546634	SHEARN, REBECCA K	REDACTED				
4822578	SHEBA DEVELOPMENT	REDACTED				
4282520	SHELDRICK, RACHAEL	REDACTED				
4297816	SHELLEY, PATRISHA	REDACTED				
4479817	SHELTON, MARGRETTA	REDACTED				
4581064	SHELTON-GRIMES, BRENDA M	REDACTED				

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MMLID	NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTAL CODE
4190557	SHELTON-MCDANIEL, JANIELLE	REDACTED				
5775583	SHENTIA MITCHELL	PO BOX 52801		RIVERSIDE	CA	92517-3801
4581267	SHEPARD, JADIQUA SHEPARD S	REDACTED				
4453325	SHEPHERD, TONYA	REDACTED				
4414920	SHEPHERD, TRACY L	REDACTED				
4512770	SHERMAN, BALIVIA	REDACTED				
4413793	SHERMAN, BREYDON	REDACTED				
4529021	SHERMAN, TIFFANY A	REDACTED				
4661467	SHERRILL, WILLIAM	REDACTED				
4226668	SHIELDS, KELLEY	REDACTED				
4595762	SHIELDS, MORGAN	REDACTED				
4232907	SHIMMIN, DAWN-MARIE	REDACTED				
4482671	SHIPMAN, HEPSEY A	REDACTED				
4657984	SHIPMAN, LARRY	REDACTED				
4467193	SHIRAZI, ATA	REDACTED				
5776873	SHIRLEY ROARK	1267 SYNER RD		ANNVILLE	PA	17003-9149
4804896	SHOE METRO	DBA APPARELSAVE	4150 E 5TH AVE	COLUMBUS	OH	43219-1802
4307732	SHORT, CASSIE M	REDACTED				
4604407	SHUTIOK, DEBBIE	REDACTED				
4344514	SIMPSON, TARA M	REDACTED				
4569094	SIMS, BREAUNA	REDACTED				
4406514	SIMS, TERYNN	REDACTED				
4155627	SINCLAIRE, STACIA	REDACTED				
4316428	SINGLETON, ALLYSON J	REDACTED				
4432523	SINGLETON, EBONY L	REDACTED				
4567929	SITH, NARAT O	REDACTED				
4460033	SKEENS, TARA L	REDACTED				
4475715	SKIDMORE, BRADEN	REDACTED				
4422050	SLEEZER, ASHLEY E	REDACTED				
4410780	SMITH, ARIEL	REDACTED				
4317400	SMITH, BRITTANY NICOLE	REDACTED				
4302884	SMITH, CHELSEA D	REDACTED				
4400216	SMITH, DATOINE	REDACTED				
4315177	SMITH, JAMES F	REDACTED				
4568075	SMITH, JARED	REDACTED				
4576710	SMITH, JASMINE	REDACTED				
4188109	SMITH, KENNETH C	REDACTED				
4163785	SMITH, RONLISHIA	REDACTED				
4404885	SMITH, SHYMONA	REDACTED				
4664830	SNIDERMAN, DAN	REDACTED				
4260423	SOBISCH, MELANIE	REDACTED				
4830219	SOLANA OUTDOOR LIVING	REDACTED				
4567410	SOLLAMI, EDWARDS S	REDACTED				
4427310	SOMERS, ANGELIQUE A	REDACTED				
4169431	SORVETTI, DARREN	REDACTED				
4172766	SOTELO, ALLISON	REDACTED				
4192528	SOTO, FRANCES	REDACTED				
4270537	SOUTER, JEANNE	REDACTED				
4811509	SOUTHERN ARIZONA ARTS & CULTURAL ALLIANC	4500 N ORACLE RD STE 421		TUCSON	AZ	85705-8017
4315309	SOWELL, COURTNEY	REDACTED				
4459709	SPangler, Jessica	REDACTED				
4570571	SPENCER, CHRISTINA	REDACTED				
4446798	SQUIRES, NICHOLAS J	REDACTED				
4574663	SRINIVASAN, RAMADEVI	REDACTED				

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MMLID	NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTAL CODE
4565935	STAAT, LYNNDA C	REDACTED				
4456035	STADELMYER, KALEB A	REDACTED				
4274187	STEARNS, SHELBY L	REDACTED				
4407269	STEINBRICK, DARREN M	REDACTED				
4566837	STEPHENSON, CODY R	REDACTED				
4461374	STEPHENSON, MADDISON N	REDACTED				
4853152	STEVEN M MENDENHALL	4210 Minnesota Ave		Fair Oaks	CA	95628-6913
4391734	STEVENS, CHRISTOPHER J	REDACTED				
4484911	STEVENSON, AMY L	REDACTED				
4364045	STEWART, ARVIN D	REDACTED				
4438201	STEWART, MANUEL	REDACTED				
4438439	STEWART, MARQUILLA J	REDACTED				
4563407	STOCKWELL, BROOKE	REDACTED				
4280004	STOEHR, DYLAN	REDACTED				
4628206	STOMBER, KATHY	REDACTED				
4843588	STONE, EDWARD	REDACTED				
4550457	STONE, JESSICA	REDACTED				
4568471	STONE, VENITA	REDACTED				
4277441	STONEBRAKER, DEVON	REDACTED				
4309187	STONEKING, BRIAN	REDACTED				
4529980	STOUT, DAMON	REDACTED				
4509830	STRACHAN, PAULESHA	REDACTED				
4451820	STRAHLER, APRIL D	REDACTED				
4667963	STRAIGHT, JOSEPH	REDACTED				
4383248	STRATTON, BRIANA F	REDACTED				
4646419	STRIANESE, JOHN	REDACTED				
4565178	STRINGER, LYNNETTA	REDACTED				
4361810	STRINGFELLOW, SYDNEY	REDACTED				
4482581	STRINGHAM, CRAIG	REDACTED				
4664502	STROTTER, LELA M	REDACTED				
4376286	STROUD, SANDRA S	REDACTED				
4373346	STUBBLEFIELD, JANET S	REDACTED				
4181165	STUBBS JR, DEWAYNE	REDACTED				
4469556	STUBBS, BRAD R	REDACTED				
4147538	STUBBS, JAENCIA	REDACTED				
4471120	STUCKEY, DANIEL	REDACTED				
4823197	STUDIO SNAIDERO BAY AREA	REDACTED				
4472311	STULL, NATHAN R	REDACTED				
4699251	STUMP, PAMELA	REDACTED				
4613224	STURDIVANT, ANNA	REDACTED				
4647259	STURDIVANT, VERNELL	REDACTED				
4676058	STUZIN, THEODORE	REDACTED				
4574584	STVINCENT, CHRISTINE	REDACTED				
4800902	STYLE J LLC	DBA STYLE J	6751 LAS COLINAS LN	LAKE WORTH	FL	33463-6564
4518342	STYLES, CARLOTA H	REDACTED				
4771912	STYMIEST, JENNIFER	REDACTED				
4648569	SUARA, RAHAMAN O	REDACTED				
4174659	SUAREZ, ZAIDE	REDACTED				
4679144	SUBER, BARBARA	REDACTED				
4191961	SUBHKARAM, JOSIAH J	REDACTED				
4492212	SUDSBURY, NICHOLAS A	REDACTED				
4349272	SUDDUTH, DONALD	REDACTED				
5485203	SUE ANN BUTCHER	24240 COUNTY LINE RD		COCHRANTON	PA	16314-2706
4575030	SUHAJDA, CHRISTINE	REDACTED				

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MMLID	NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTAL CODE
4337405	SULLIVAN, JOAN	REDACTED				
4687699	SULLIVAN, LISA	REDACTED				
4568131	SULTANA, ROKAYA	REDACTED				
4571496	SUMANDIG, AKAIYASIA I	REDACTED				
4326257	SUMBLED, JAYLON	REDACTED				
4797669	SUMMERGURU INC	DBA URBANITY BOUTIQUE	9180 W BAY HARBOR DR APT 6A	BAY HARBOR	FL	33154-2784
4323160	SUMMERS, VANESSA S	REDACTED				
4390926	SUMNER, AMELIA R	REDACTED				
4421342	SUMPTER, SHAUN	REDACTED				
4845633	SUN HUI CHOI	9625 BARREL HOUSE RD APT G		LAUREL	MD	20723-1522
4888268	SUN PUBLISHING COMPANY INC	SUN NEWS EDUCATIONAL FOUNDATION	914 FRONTAGE RD E	MYRTLE BEACH	SC	29577-6700
4206992	SUNDEEN, DESIREE	REDACTED				
4823258	SUNIL KUMAR NELABHOTLA	REDACTED				
4858448	SUPERIOR BLACKTOP SERVICES LLC	694 GREYBACK RD		SUMMerville	SC	29483-8126
4295080	SURANA, RAHUL	REDACTED				
4285881	SUSKAVCEVIC, IVANA	REDACTED				
4479359	SUTTER, ALEXIS M	REDACTED				
4275383	SUTTIE, THOMAS G	REDACTED				
4577772	SUTTLE, JASON	REDACTED				
4602057	SUTTON, ERIN	REDACTED				
4519778	SWAFFORD, MIRANDA L	REDACTED				
4646341	SWAIN, LASHAWN	REDACTED				
4381185	SWAIN, VICKILYNN	REDACTED				
4282307	SWAMY, KARTIK	REDACTED				
4571571	SWANSON, PAMELA	REDACTED				
4670497	SWARTS, HERBERT	REDACTED				
4277213	SWARTZ, WARREN C	REDACTED				
4450818	SWEANY, GLORIA	REDACTED				
4830453	SWEENEY, BOB & HEIDI	REDACTED				
4304261	SWEET, MAHAYLA	REDACTED				
4531083	SWENSON, CAROLYN J	REDACTED				
4615662	SWENSON, MARTHA	REDACTED				
4340081	SWIFT, HEIDI V	REDACTED				
4339177	SWIFT, REBECCA	REDACTED				
4313585	SWIFT, SARAH J	REDACTED				
4287846	SWIMS, COURTNEY A	REDACTED				
4278925	SWINDLE, HAILEY R	REDACTED				
4388911	SWINK, SANDRA E	REDACTED				
4579934	SWISHER, SHELBY J	REDACTED				
4370482	SWITZER, KENDRA	REDACTED				
4601924	SYCKLE, DAWN	REDACTED				
4354385	SYED, ASIA K	REDACTED				
4559644	SYED, FOZIA	REDACTED				
4559611	SYED, GHOUSSIA	REDACTED				
4549817	SYED, SAMEERA S	REDACTED				
4365505	SZKOTAK, TRAVIS	REDACTED				
4472089	SYZMANSKI, ADAM W	REDACTED				
4171378	TABOR, TOSHA N	REDACTED				
4160498	TADDIE, ANGELINA M	REDACTED				
4203100	TADESSE, BEZAWIT S	REDACTED				
4342222	TADESSE, DESIRE S	REDACTED				
4706533	TAFOYA, DAVID	REDACTED				
4387147	TAFT, LASHUNDA	REDACTED				
4196203	TAGAY, JORDAN D	REDACTED				

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MMLID	NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTAL CODE
5487573	TAHLIA BURKS	1763 REICHERT AVE		CHICAGO HTS	IL	60411
4298622	TALABANI, AZAD	REDACTED				
4549766	TALAMANTE, ARTHUR J	REDACTED				
4361607	TALASKI, TRISTIN B	REDACTED				
4238610	TALENT, DANIEL D	REDACTED				
4810667	TALIAFERRO DESIGN LLC	306 MOORINGS DR		LANTANA	FL	33462-8022
4687660	TAMBARO, ARTHUR	REDACTED				
4289774	TAN, GLENN C	REDACTED				
4590303	TANAKA, EDWARD M	REDACTED				
4280669	TANG, JIAHUI	REDACTED				
4596537	TANNER, CAMILLE A	REDACTED				
4560908	TANORI-MYERS, ACACIA	REDACTED				
4847806	TANYA WILLIAMS	359 TYMBER RUN		ORMOND BEACH	FL	32174-4891
4188728	TAPIA, VERONICA	REDACTED				
4467261	TARDIE, CHEYENNE	REDACTED				
4530467	TARRAH, MOHAMMADALI	REDACTED				
4364394	TATE, ALEJANDRA	REDACTED				
4289346	TATES, CHARLENE S	REDACTED				
4223517	TAWIAH, MICHAEL	REDACTED				
4888393	TAX COMPLIANCE	13500 EVENING CREEK DR N STE 500		SAN DIEGO	CA	92128-8125
5793524	TAX COMPLIANCE INC.	SCOTT STRAUSS	13500 EVENING CREEK DR N STE 500	SAN DIEGO	CA	92128-8125
4468548	TAYLER, TRENTON	REDACTED				
4354322	TAYLOR, ALICIA	REDACTED				
4372395	TAYLOR, ANDREW M	REDACTED				
4384111	TAYLOR, BELINDA M	REDACTED				
4720099	TAYLOR, BEVERLY	REDACTED				
4458240	TAYLOR, BROOKLYN M	REDACTED				
4384598	TAYLOR, CARLY	REDACTED				
4291799	TAYLOR, CHARLOTTE S	REDACTED				
4312557	TAYLOR, CHRISTINA M	REDACTED				
4145815	TAYLOR, CRYSTAL J	REDACTED				
4602383	TAYLOR, DERRICK	REDACTED				
4391865	TAYLOR, HAYLEE L	REDACTED				
4201828	TAYLOR, JASMINE S	REDACTED				
4521171	TAYLOR, LARRY	REDACTED				
4472515	TAYLOR, LYNETTE D	REDACTED				
4554884	TAYLOR, MEGHAN C	REDACTED				
4536522	TAYLOR, PATRICIA A	REDACTED				
4322679	TAYLOR, SHELBY M	REDACTED				
4693353	TAYLOR, SPAULDING	REDACTED				
4868922	TAYSE INTERNATIONAL TRADING INC	501 RICHARDSON RD SE		CALHOUN	GA	30701-3620
4520792	TCHEDRE, NINA-ESSO	REDACTED				
4383070	TEACHEY, SHANIKA D	REDACTED				
4436818	TEACHOUT, ASHLEY E	REDACTED				
4197236	TECZON, JOEL	REDACTED				
4333749	TEIXEIRA, DAISY M	REDACTED				
4198206	TELLES, LISSETTE D	REDACTED				
4727080	TENNIES, TOM	REDACTED				
4848668	TERESA DENISE WILSON	2000 FARRELL AVE APT 11		REDONDO BEACH	CA	90278-1855
4292008	TERLECKI, DANIEL	REDACTED				
4454975	TERRELL, SINCERE	REDACTED				
4241854	TERRITO, DAVID A	REDACTED				
4339316	TERRY, JOSEPH K.	REDACTED				
4390987	TESCHER, JACOB	REDACTED				

Exhibit A

Supplemental Service List
Served via First Class Mail

MMLID	NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTAL CODE
4357459	TESSMAN, DEVIN A	REDACTED				
4589398	THACKER JR, LARRY	REDACTED				
4558273	THAGGARD, FRED	REDACTED				
4728082	THAMES, JIMMY	REDACTED				
4799917	THE FLOR STOR	23182 ALCALDE DR STE G		LAGUNA HILLS	CA	92653-1450
4360786	THELEN, ROXANNE	REDACTED				
4324219	THIBODEAUX, ALPHIA	REDACTED				
4582080	THIRIOT, KAYE	REDACTED				
4618492	THOMAS, AARON	REDACTED				
4729139	THOMAS, ALESHIA C	REDACTED				
4670701	THOMAS, BRANDON C	REDACTED				
4538665	THOMAS, CONESSA C	REDACTED				
4699925	THOMAS, DANIEL	REDACTED				
4265250	THOMAS, LONZIE	REDACTED				
4412246	THOMAS, LUKE	REDACTED				
4296125	THOMAS, MARKETTE	REDACTED				
4285339	THOMAS, RAKEYIA	REDACTED				
4290194	THOMAS, SABRINA	REDACTED				
4414552	THOMAS, SHAMEL L	REDACTED				
4343187	THOMAS, SHELBY D	REDACTED				
4232840	THOMAS, TORYA N	REDACTED				
4754705	THOMAS, URABELL M	REDACTED				
4241314	THOMAS, VERONICA	REDACTED				
4752478	THOMAS, WILLIE	REDACTED				
4570964	THOMPSON, CHANNELL	REDACTED				
4661679	THOMPSON, DELORES	REDACTED				
4537717	THOMPSON, DEVONTE L	REDACTED				
4653296	THOMPSON, JUSTIN	REDACTED				
4521198	THOMPSON, KATRINA	REDACTED				
4466580	THOMPSON, KENNETH J	REDACTED				
4731776	THOMPSON, LAMAR L	REDACTED				
4574339	THOMPSON, MATTHEW	REDACTED				
4393014	THOMPSON, MICHAEL	REDACTED				
4560889	THOMPSON, NADIA	REDACTED				
4462591	THOMPSON, NATHAN R	REDACTED				
4711613	THOMPSON, PHILIP	REDACTED				
4164045	THOMPSON, RUTH	REDACTED				
4312696	THOMPSON, SIMON	REDACTED				
4669810	THOMPSON, STACEY	REDACTED				
4389124	THOMPSON, TANEICE	REDACTED				
4266423	THOMPSON, ZACHARY	REDACTED				
4248000	THOMSON, JAMES	REDACTED				
4182904	THOMSON, KADEN	REDACTED				
4373614	THORNTON, LEANN C	REDACTED				
4659503	THRASHER, GARY	REDACTED				
4682716	THREDGOLD, LYNNETTE	REDACTED				
4472057	THUMMA, PAULA K	REDACTED				
4416398	THUNDERSHIELD, ROXY	REDACTED				
4379316	TIBBITS, EDWARD T	REDACTED				
4204985	TIEKAMP, DAVID L	REDACTED				
4823668	TILLER, CHRIS	REDACTED				
4682054	TIILSON, WENDY D	REDACTED				
4466428	TIMMERMAN, ANTHONY S	REDACTED				
4846400	TIMOTHY VIGLIETTA	9213 HINES RD		DISPUTANTA	VA	23842

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MMLID	NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTAL CODE
4482024	TIMSINA, BAL	REDACTED				
4573590	TINAJERO, KARLA	REDACTED				
4380001	TINKER, JOHN J	REDACTED				
4514166	TIPTON, ALEXANDRIA	REDACTED				
4568851	TITH, DALINA	REDACTED				
4463202	TITONE, SAMUEL I	REDACTED				
4823714	TOBIN, CHAD	REDACTED				
4237181	TODD, ELIZABETH L	REDACTED				
4367442	TODD, MARK	REDACTED				
4677707	TOLIVER, JOHN	REDACTED				
4578189	TOLLEY, STEPHANIE	REDACTED				
4572748	TOLMAN, TYLER A	REDACTED				
4844193	TOMANY, MIKE/ NATIONAL CAPITAL	REDACTED				
4217083	TOMASSO, TIMOTHY	REDACTED				
4255012	TOMASURA, NICOLE M	REDACTED				
4574532	TOMCZAK, DONNA	REDACTED				
4192707	TOMERLIN, MICHELLE	REDACTED				
4261639	TOMLIN, JASMIN	REDACTED				
4472472	TOMPINKINS, JAMIE	REDACTED				
4448736	TOMPINKINS, KEITH	REDACTED				
4145472	TOOLE, ANGELA R	REDACTED				
4878006	TOP QUALITY REPAIR	KEITH SHELBY	11900 SHADOW CREEK PKWY APT 1721	PEARLAND	TX	77584-5279
4155630	TOPOREK, LOREN E	REDACTED				
4663565	TORRALVA, ANGELITA L	REDACTED				
4243898	TORRES, BRIANNA	REDACTED				
4537754	TORRES, KATHERINE	REDACTED				
4298052	TORRES, KAYLA I	REDACTED				
4465921	TORRES, KIMBERLY A	REDACTED				
4278251	TORRES, MICHELE E	REDACTED				
4252314	TORRES, NATALIE	REDACTED				
4581304	TOSE, ISAIAH	REDACTED				
4847469	TOTAL BATH TRANSFORMATIONS LLC	402 UNION CHURCH RD		TOWNSEND	DE	19734-9110
4582358	TOTTEN, DON	REDACTED				
5498246	TOUCHET TANNY L	711 DAUTERIVE ST		BREAUX BRIDGE	LA	70517-5911
4823804	TOUPIN, MATHAIS	REDACTED				
4410083	TOVAR, ROBERTO	REDACTED				
4516302	TOWERS, ALEXUS	REDACTED				
5787845	TOWN OF LANTANA	504 GREYNOLDS CIR		LANTANA	FL	33462-4544
4782537	TOWN OF LANTANA	504 GREYNOLDS CIR		LANTANA	FL	33462-4544
4781393	TOWN OF LANTANA	OCC LICENSE SECTION	504 GREYNOLDS CIR	LANTANA	FL	33462-4544
4528264	TOWNSEND, JALIL	REDACTED				
4728963	TOWNSEND, JANICE	REDACTED				
4271398	TRACY, NICOLE	REDACTED				
4480059	TRAFFKA, BRITTANY L	REDACTED				
4573316	TRAN, TAI	REDACTED				
4298898	TRANCYGIER, ANN M	REDACTED				
4802600	TRANS COSMOS AMERICA INC	DBA VAIO	879 W 190TH ST # 410	GARDENA	CA	90248-4220
4388240	TRAU, MATTHEW	REDACTED				
4327233	TREAUODO, KENDRIC O	REDACTED				
4596814	TRELSTAD, MARGO A	REDACTED				
4559722	TRETO, LUCIA	REDACTED				
4209174	TREVINO, DAVID	REDACTED				
4544509	TREVINO, ROBERT P	REDACTED				
4294402	TRICARICO, KYLE	REDACTED				

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MMLID	NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTAL CODE
4150839	TRICE, PRINCESS S	REDACTED				
4616655	TRIPPLETT, EVELYN E	REDACTED				
4550604	TROLSON, LOREN K	REDACTED				
4868173	TRUE SCIENCE HOLDINGS LLC	923 S BRIDGEWAY PL STE 100		EAGLE	ID	83616-6862
4364806	TRUESELL, BRADY	REDACTED				
4178114	TRUJILLO COBIAN, ISRAEL J	REDACTED				
4573872	TRUMBLEY, ALEXANDRIA R	REDACTED				
4577528	TRYON, FALLYN S	REDACTED				
4339861	TSALA, TITE	REDACTED				
4595447	TUCKER, CHERYL	REDACTED				
4320707	TUCKER, RANDY L	REDACTED				
4800267	TUCKER, SUSAN	REDACTED				
4412607	TUDELA JR, PATRICK	REDACTED				
4272220	TUNOA, JEANETTE	REDACTED				
4605250	TURNER, JOHN	REDACTED				
4196196	TURNER, RAVEN S	REDACTED				
4645806	TURNER, SHAKIA	REDACTED				
4354529	TURNER, TIARA A	REDACTED				
4410894	TURRIETA, LACIE R	REDACTED				
4202257	TUUHOLOAKI, OFA H	REDACTED				
4587934	TYLER, SYLVIA	REDACTED				
4767483	TYSON, KARLA	REDACTED				
4571467	ULUILAKEPA, TUAPASI J	REDACTED				
4450876	UNDERWOOD, MISTY	REDACTED				
4312160	UPCHURCH, COLENISHA	REDACTED				
4567895	VALENTINE, SANDRA E	REDACTED				
4679308	VALENZUELA, EVELYN	REDACTED				
4175512	VALLE, JOCELINE G	REDACTED				
4606673	VANAUKEN, DAWN	REDACTED				
4586228	VANAUKEN, MAGGIE	REDACTED				
4396601	VANLEER, BREANNA R	REDACTED				
4612668	VANLEEUVEN, MATTHEW	REDACTED				
4632197	VANZANDT, LARRY	REDACTED				
4392447	WARELA, TAMMY	REDACTED				
4567350	VARGAS, ALI	REDACTED				
4687577	VARGAS, NORMA	REDACTED				
4173751	VARLEY, CHRISTINE ANGELA	REDACTED				
4413450	VASQUEZ, CECILIA M	REDACTED				
4647383	VAUGHN, TROY F	REDACTED				
4416579	VEGA, KARLA	REDACTED				
4392109	VEGA, MARIA A	REDACTED				
4626959	VELASQUEZ, ROBERT	REDACTED				
4430050	VELAZQUEZ, GUILLERMO	REDACTED				
4408347	VELEZ, DESTINY	REDACTED				
4182491	VERBRUGH, SHELBY L	REDACTED				
4711573	VERDICK, LEO	REDACTED				
4860833	VERMONT RETAIL & GROCERS ASSOCIATION	963 PAINTE PKWY UNIT 3A		BERLIN	VT	05602-9102
5505442	VERNICE MAEWEATHER	REDACTED				
4442892	VERSTREATE, RUBY A	REDACTED				
4700317	VEST, DESIREE A	REDACTED				
4192796	VICENTE, DANIEL	REDACTED				
4830815	VICTORSON, JOAN	REDACTED				
4412018	VILLA, ANISSA N	REDACTED				
4186976	VILLALOBOS, LYNETTE J	REDACTED				

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MMLID	NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTAL CODE
4180436	VILLALON, VICTOR	REDACTED				
4169052	VILLAREAL, VERONICA A	REDACTED				
4180208	VILLASENOR, LUIS E	REDACTED				
4207548	VILLEGAS JR, JOSE S	REDACTED				
4376184	VINSON, MICHELLE	REDACTED				
4317348	VINSON, SAMANTHA L	REDACTED				
4211760	VITALES, WILLIAM S	REDACTED				
4795283	VK VENTURES LLC	DBA SKYLARK	1632 240TH ST	HARBOR CITY	CA	90710-1311
4565727	VOLKOVA, INNA	REDACTED				
4761124	VOLPICELLI, ROBERT J	REDACTED				
4209223	VOLQUEZ, JOEY X	REDACTED				
4290499	VOORHIS, GABRIELLE	REDACTED				
4411595	VORN, VICTORIA C	REDACTED				
4806168	VPC FULLER BRUSH OPERATING CORP	1 FULLER BRUSH	150 N RIVERSIDE PLZ STE 5200	CHICAGO	IL	60606-1663
4285812	WADE, NATHANIEL L	REDACTED				
4413114	WAGNER, BOBBI	REDACTED				
4572011	WAGNER, JESSICA	REDACTED				
4568960	WAGNER, JOHN D	REDACTED				
4165675	WAGNER, PATRICIA A	REDACTED				
4456515	WAGNER, ROSANNE	REDACTED				
4212508	WAHIB, MARK	REDACTED				
4400019	WALDRON, ALEXANDER	REDACTED				
4476033	WALKER, KYLIE	REDACTED				
4692735	WALKER, MIRANDA	REDACTED				
4440260	WALKER, TATIANA	REDACTED				
4335895	WALLACE, ELIZABETH F	REDACTED				
4679216	WALLITNER, MICHAEL	REDACTED				
4573469	WALLS, JUNE	REDACTED				
4562959	WALSH, TERENCE	REDACTED				
4181544	WALSTROM, BONNIE E	REDACTED				
4623193	WALTERS, JUANITA	REDACTED				
4575429	WALTZ, APRIL D	REDACTED				
4321440	WARD, ALISHA M	REDACTED				
4193101	WARD, GREGORY	REDACTED				
4202849	WARDRIP, JAMES	REDACTED				
4157744	WARE, KASONDRA	REDACTED				
4392313	WARFORD, TEANNA	REDACTED				
4391913	WARFORD, TERESA	REDACTED				
4161751	WARREN, TANYA	REDACTED				
4888606	WATER WORLD	THUYEN VAN CAO	2747 GOODWIN AVE	REDWOOD CITY	CA	94061-2409
4749034	WATERSON, ROBERT	REDACTED				
4799172	WATKINS INVESTMENTS LP	ATTN LANCE WATKINS	PO Box 50116	Sparks	NV	89435-0116
4573003	WATKINS, HANNAH E	REDACTED				
4574455	WATKINS, KIERA S	REDACTED				
4427591	WATKINS, MAKIYA L	REDACTED				
4457515	WATSON, HEATHER	REDACTED				
4414564	WATSON, JESSICA	REDACTED				
4457127	WAUGH, CLINTON D	REDACTED				
4514092	WAWRZYNKIEWICZ, DAVID A	REDACTED				
4865177	WE IN J CORPORATION	17209 Jeanette AVE		Cerritos	CA	90703-1218
4745334	WEBB, SHIRLEY	REDACTED				
4565377	WEBBER, JASON D	REDACTED				
4416880	WEDEKIND, KAYLEE	REDACTED				
4575081	WEE, DENISE A	REDACTED				

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MMLID	NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTAL CODE
4447478	WEEMS, ROBERT E	REDACTED				
4889294	WEISENBACH RECYCLED PRODUCTS	WEISENBACH SPECIALTY PRINTING	2929 CRESCENT DR	COLUMBUS	OH	43204-2523
4788410	Weiss, Dr. Jim	REDACTED				
4361379	WELCH, AMBER L	REDACTED				
4513892	WELCH, JAIME	REDACTED				
4678614	WELLS, JENNA	REDACTED				
4270053	WELLS, TERRY	REDACTED				
4568187	WEST, ROBERT M	REDACTED				
4412527	WESTBROOK, DENISE	REDACTED				
4804729	WESTERN FIRST AND SAFETY LLC	DBA MY FIRST AID COMPANY	17501 W 98TH ST SPC 2	LENEXA	KS	66219-1705
4752984	WESTOVER, DOUGLAS	REDACTED				
4566297	WHITEHOUSE, EMILYTHE	REDACTED				
4316941	WIDENER, ROBIN	REDACTED				
4761846	WILCOCKSON, SHERRY	REDACTED				
4221371	WILCOX, WILLIAM H	REDACTED				
4447387	WILHELMY, BRAD	REDACTED				
4648446	WILKES, SHEILA	REDACTED				
4460857	WILLBOND-MCLAURIN, STACEY L	REDACTED				
4169503	WILLIAMS, ADELLA D	REDACTED				
4321395	WILLIAMS, DANIEL A	REDACTED				
4729273	WILLIAMS, DENISE	REDACTED				
4909799	Williams, George	REDACTED				
4200694	WILLIAMS, LEIF D	REDACTED				
4575826	WILLIAMS, TIFFANY	REDACTED				
4409227	WILLIE, JANIELLE N	REDACTED				
4270519	WILSON, ANDREA A	REDACTED				
4207326	WILSON, CANDACE	REDACTED				
4738517	WILSON, ETTA	REDACTED				
4632234	WILSON, JUDY L.	REDACTED				
4303726	WILSON, LEASHAWN	REDACTED				
4487399	WILSON, NATASHA	REDACTED				
4448313	WILSON, SAVAGHA	REDACTED				
4763320	WIMAN, MICHELE R	REDACTED				
4314479	WINGERTER, JACQUELINE L	REDACTED				
4215419	WINTERSWOLF, JAMES W	REDACTED				
4653444	WINTON, SAMANTHA-AMANDA	REDACTED				
4563800	WITHROW, ERIK M	REDACTED				
4144146	WITHROW, KELLY	REDACTED				
4565063	WOFFORD-HALL, SAMANTHA	REDACTED				
4567062	WOHLFEIL, JULIE A	REDACTED				
4633092	WOLFE, CANDACE	REDACTED				
4568733	WOLTERINK, ERIC	REDACTED				
4392756	WOOD, JOSIE	REDACTED				
4563091	WOODARD, SUE	REDACTED				
4664114	WOODS BROOKS, BEVERLY	REDACTED				
4317313	WOOTEN, AMBER L	REDACTED				
4415145	WORKMAN, ELIZABETH R	REDACTED				
4564891	WORTHINGTON, DEANNA M	REDACTED				
4460725	WOYCHIK, DAVID F	REDACTED				
4633765	WRIGHT, LATAVIA	REDACTED				
4157222	WRUBEL, DYLAN J	REDACTED				
4455653	WYLIE, KIMBERLY M	REDACTED				
4568253	YANG, JOSEPH J	REDACTED				
4144681	YANG, TOUJOWZOUAPON C	REDACTED				

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Supplemental Service List
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MMLID	NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTAL CODE
4637638	YANNETTI, ROBERT	REDACTED				
4449805	YANNIELLO, GABRIELLE	REDACTED				
4400514	YANNOTTA, TRACY	REDACTED				
4408895	YAZZIE, RHYAN	REDACTED				
4571625	YEAGER, TONYA	REDACTED				
4205430	YEE, PATRICK	REDACTED				
4573395	YELLOWBANK, CHEYENNE	REDACTED				
4824683	YEUNG, MICHELLE	REDACTED				
4413518	YOSHINAGA, GARY	REDACTED				
4315076	YOUNG, STEVEN	REDACTED				
4414799	ZAMORA, BENITO	REDACTED				
4172441	ZARAGOZA, MARLONE	REDACTED				
4461828	ZEBBS, JHAUNE	REDACTED				
4365866	ZEMPEL, BRENDA L	REDACTED				
4796316	ZENAS SHOES INC	DBA SHOE PULSE	6 COOPER ST	BURLINGTON	NJ	08016-2002
4802699	ZOOSCAPE LLC	18 BOULDEN CIR STE 16		NEW CASTLE	DE	19720-3494
4207953	ZUBERI, TARIQ	REDACTED				

Exhibit B

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----x	
	:
In re	Chapter 11
	:
SEARS HOLDINGS CORPORATION, et al.,	Case No. 18-23538 (RDD)
	:
Debtors.¹	(Jointly Administered)
	:
-----x	

**NOTICE OF (I) HEARING ON CONFIRMATION OF THE PLAN
AND PROCEDURES FOR OBJECTING TO CONFIRMATION OF THE
PLAN; AND (II) PROCEDURES AND DEADLINE FOR VOTING ON THE PLAN**

PLEASE TAKE NOTICE that:

1. **Approval of Disclosure Statement.** By order dated June 28, 2019 (ECF No.4392) (the “**Order**”), the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) approved the *Disclosure Statement for Second Amended Joint Chapter 11 Plan of Sears Holdings Corporation and Its Affiliated Debtors* dated June 28, 2019 (as it may be amended, modified, and supplemented, the “**Disclosure Statement**”) filed by Sears Holdings Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) (ECF No. 4390). The Bankruptcy Court authorized the Debtors to solicit votes with regard to the approval or rejection of the *Second Amended Joint Chapter 11 Plan of Sears Holdings Corporation and Its Affiliated Debtors*, dated June 28, 2019 (as it may be amended, modified, and supplemented, the “**Plan**”),² annexed as **Exhibit A** to the Disclosure Statement. Any capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Plan

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innoval Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); SR – Rover de Puerto Rico, LLC (f/k/a Sears, Roebuck de Puerto Rico, Inc.) (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); Sears Brands Management Corporation (5365); and SRe Holding Corporation (4816). The location of the Debtors’ corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

² Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

2. **Confirmation Hearing.** A hearing (the “**Confirmation Hearing**”) to consider confirmation of the Plan will be held on **August 16, 2019 at 10:00 a.m. (Prevailing Eastern Time)**, before the Honorable Robert D. Drain, United States Bankruptcy Judge, in Courtroom 118 of the United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, New York, 10601. The Confirmation Hearing may be continued from time to time without further notice other than the announcement by the Debtors at the Confirmation Hearing or any continued hearing or as indicated in any notice filed by the Debtors with the Bankruptcy Court, and the Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing, without further notice to interested parties.

3. The Disclosure Statement and the Plan are on file with the Clerk of the Bankruptcy Court (the “**Clerk**”) and may be examined during normal business hours at the office of the Clerk. Copies of the Disclosure Statement and the Plan may also be obtained from the Court’s electronic docket for the Debtors’ chapter 11 cases, which can be found at <http://www.nysb.uscourts.gov> (a PACER login and password are required to access documents on the Court’s website and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov).

4. Copies of this Order, the motion to approve the Disclosure Statement (ECF No. 3277), the Disclosure Statement, and the Plan may also be accessed free of charge by visiting the website maintained by the Debtors’ voting agent, Prime Clerk, LLC (“**Prime Clerk**” or “**Voting Agent**”), at <https://restructuring.primeclerk.com/sears>, or obtained by written request as follows:

If by standard or overnight mail or hand delivery:	If by e-mail to:
Sears Holdings Corporation Ballot Processing c/o Prime Clerk, LLC One Grand Central Place 60 East 42 nd Street, Suite 1440 New York, NY 10165	searsplandocuments@primeclerk.com with a reference to “Sears” in the subject line

THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT PROVIDE, LEGAL ADVICE.

5. **Record Date for Voting Purposes.** Only parties who are eligible to vote and hold Claims against the Debtors as of May 9, 2019 are entitled to vote on the Plan.

6. **Parties in Interest Not Entitled to Vote.** (a) The following holders of Claims and Interests are not entitled to vote on the Plan: (i) holders of unimpaired Claims or Interests that are presumed to accept the Plan (Class 1 – Priority Non-Tax Claims) (ii) holders of impaired Claims or Interests that are deemed to reject the Plan (Kmart Corp. Class 6 – Intercompany Claims, Kmart Corp. Class 7 – Intercompany Interests, Kmart Corp. Class 8 – Subordinated Securities Claims; Kmart IL Class 6 – Intercompany Claims; Kmart IL Class 7 – Intercompany Interests, Kmart IL Class 8 – Subordinated Securities Claims; Kmart of Washington Class 6 – Intercompany Claims, Kmart of Washington Class 7 – Intercompany Interests, Kmart of Washington Class 8 – Subordinated Securities Claims; SHC Class 6 – Intercompany Claims, SHC Class 7 – Intercompany Interests, SHC Class 8 – Subordinated Securities Claims, SHC Class 9 – Existing SHC Equity Interests, for all other Debtors Class 6 – Intercompany Claims, Class 7 – Intercompany Interests, Class 8 – Subordinated Claims), and (iii) holders of Claims that are the subject of filed objections or requests for estimation. (b) If you have timely filed a proof of Claim and disagree with the Debtors’ classification of, objection to, or request for estimation of, your Claim and believe that you should be entitled to vote on the Plan, then you must serve on the Debtors at the address set forth below and file with the Bankruptcy Court (with a copy to chambers) a motion (a “**Rule 3018(a)**

Motion") for an order pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") temporarily allowing such Claim in a different amount or in a different Class for purposes of voting to accept or reject the Plan. (c) All Rule 3018(a) Motions must be filed on or before the tenth (10th) day after the later of (i) service of the Confirmation Hearing Notice and (ii) service of notice of an objection or request for estimation, if any, as to such Claim. In accordance with Bankruptcy Rule 3018, as to any creditor filing a Rule 3018(a) Motion, such creditor's ballot will not be counted except as may be otherwise ordered by the Bankruptcy Court at least five (5) days prior to the Voting Deadline or as the Bankruptcy Court may direct. Creditors may contact the Voting Agent at (844) 384-4460 (domestic toll-free) or (929) 955-2419 (international) to receive an appropriate ballot for any Claim for which a proof of Claim has been timely filed and a Rule 3018(a) Motion has been granted. Rule 3018(a) Motions that are not timely filed and served in the manner set forth above shall not be considered.

7. **Voting Deadline.** All votes to accept or reject the Plan must be actually received by Prime Clerk, LLC ("**Prime Clerk**"), the Debtors' voting agent (the "**Voting Agent**") by no later than August 2, 2019 (the "**Voting Deadline**"), unless extended by the Debtors. Any failure to follow the voting instructions included with your ballot may disqualify your ballot and your vote.

8. **Objections to Confirmation.** Responses and objections, if any, to confirmation of the Plan must (a) be in writing, (b) state the name and address of the objecting party and the amount and nature of the Claim or Interest of such party, (c) state with particularity the basis and nature of any objection, and provide proposed language that, if accepted and incorporated by the Debtors, would obviate such objection, (d) conform to the Bankruptcy Rules and the Local Rules, (e) be filed with the Court together with proof of service by either (i) *Electronic Filing*: the filer must be an attorney in possession of passwords and logins to both PACER and the Bankruptcy Court's Electronic Case Filing System; electronic filing must be in accordance with General Order M-399 (which can be found at <http://www.nysb.uscourts.gov>), or (ii) *Conventional Filing*: the filer must send the response or objection by mail, courier, or messenger to the Bankruptcy Court's clerk at the following address: United States Bankruptcy Court, 300 Quarropas Street, White Plains, New York 10601; the hard copy of the response or objection should be accompanied by a CD-ROM containing the response or objection in text-searchable portable document format (PDF); and (iii) *All filers* – those filing electronically as well as those filing conventionally – must provide Bankruptcy Court Chambers with two separate, single-sided hard copies of the response or objection; any proposed order should be accompanied by a CD-ROM containing the response or objection in text searchable portable document format (PDF); and (f) be served upon the following parties in accordance with General Order M-399 so as to be received no later than **August 2, 2019 at 4:00 p.m. (Prevailing Eastern Time)**, and on the following parties:(i) the Chambers of the Honorable Judge Robert D. Drain ("**Chambers**"), United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, Room 248, White Plains, New York 10601; (ii) Counsel to the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Ray C. Schrock, P.C., Jacqueline Marcus, Esq., Garret A. Fail, Esq., and Sunny Singh, Esq.); (iii) the Office of the United States Trustee for Region 2 (the "**U.S. Trustee**"), 201 Varick Street, Suite 1006, New York, New York 10014 (Attn: Paul Schwartzberg, Esq.); and (iv) Counsel to the Creditors' Committee, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036 (Attn: Ira Dizengoff, Esq., Philip Dublin, Esq., and Sara Brauner, Esq.).

IF ANY OBJECTION TO CONFIRMATION OF THE PLAN IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN AND MAY NOT BE HEARD AT THE CONFIRMATION HEARING.

9. **Parties Who Will Not Be Treated as Creditors.** Any holder of a Claim that (i) is scheduled in the Debtors' schedules of assets and liabilities at \$0.00, or in an unknown amount, or as

disputed, contingent, or unliquidated, and is not the subject of a timely filed proof of Claim or a proof of Claim deemed timely filed with the Bankruptcy Court, or (ii) is not scheduled and is not the subject of a timely filed proof of Claim or a proof of Claim deemed timely filed with the Bankruptcy Court, shall not be treated as a creditor with respect to such Claim for purposes of voting on the Plan.

10. Classification and Treatment. A chart summarizing the treatment provided by the Plan to each class of Claims and Interests is included in Annex A. Annex A is qualified in its entirety by reference to the Plan.

11. Releases. Please be advised that under the Plan, the following holders are deemed to have granted the releases contained in Section 15.9 of the Plan, which is set forth for convenience on Annex B hereto: (i) the holders of all Claims or Interests who vote to accept the Plan; (ii) the holders of Claims or Interests who reject the Plan or abstain from voting on the Plan but do not opt out of these releases on the Ballots; (iii) each of the Released Parties (other than the Debtors); and (iv) with respect to any entity in the foregoing clauses (i) through (iii), (x) such entity's predecessors, successors, and assigns, and (y) all persons entitled to assert Claims through or on behalf of such entities with respect to the matters for which the releasing entities are providing releases.

ELECTION TO WITHHOLD CONSENT TO THE RELEASES CONTAINED IN THE PLAN IS AT THE OPTION OF THE CLAIM OR INTEREST HOLDER.

12. The Plan also contains other discharge, injunction, release, and exculpation provisions that may affect your rights such as those forth in Annex B. Annex B is qualified in its entirety by reference to the Plan.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE DISCHARGE, INJUNCTION, RELEASE, AND EXCULPATION PROVISIONS, AS YOUR RIGHTS MAY BE AFFECTED.

13. Executory Contracts and Unexpired Leases. On the Effective Date, except as otherwise provided in the Plan or Plan Supplement, each Executory Contract and Unexpired Lease not previously rejected, assumed, or assumed and assigned shall be deemed automatically rejected pursuant to sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease: (1) as of the Effective Date is subject to a pending motion to assume such Unexpired Lease or Executory Contract; (2) is a contract, engagement letter that has been approved by an order of the Bankruptcy Court, release, or other agreement or document entered into in connection with the Plan; or (3) is a D&O Policy or an insurance policy.

14. Additional Information. Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement or the Plan should contact the Debtors' voting agent, Prime Clerk, at (844) 384-4460 (domestic toll-free) or (929) 955-2419 (international), or may view such documents by accessing the Debtors' website: <https://restructuring.primeclerk.com/sears> or the Bankruptcy Court's website: <http://www.nysb.uscourts.gov>. As previously noted above, a PACER (www.pacer.psc.uscourts.gov) password and login are needed to access documents on the Bankruptcy Court's website

(<http://www.nysb.uscourts.gov>). **PRIME CLERK IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.**

Dated: June 28, 2019
New York, New York

/s/ Sunny Singh
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*Attorneys for Debtors
and Debtors in Possession*

Annex A¹

Summary of Plan Classification and Treatment of Claims and Interests

Claims and Interests for Kmart Corp.				
Class	Claim or Interest	Treatment	Impaired or Unimpaired	Entitlement to Vote on the Plan ²
1	Priority Non-Tax Claims	Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees with the Debtors (subject to the Creditors' Committee Notice Procedures) prior to the Effective Date, or the Liquidating Trust after the Effective Date, to less favorable treatment of such Claim in full and final satisfaction, settlement, release, and discharge of such Allowed Priority Non-Tax Claim, at the option of the Debtors (subject to the Creditors' Committee Notice Procedures) or the Liquidating Trustee, each such holder shall receive from the respective Debtor or the Liquidating Trust, as applicable: (i) payment in full in Cash in an amount equal to such Claim, payable on the latest of (A) the Effective Date, (B) the date that is ten (10) Business Days after the date on which such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, or (C) the next Distribution Date after such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, paid (x) first out of the Wind Down Account, subject to the payment in full of Administrative Expense Claims, and pro rata with any Priority Tax Claims; and (y) if the amount available for Distribution pursuant to the foregoing clause (x) is insufficient to remit all Distributions required to be made to such holders pursuant to this sentence, from the Net Proceeds of Total Assets; or (ii) such other treatment so as to render such holder's Allowed Priority Non-Tax Claim Unimpaired.	Unimpaired	No (Presumed to Accept)

¹ Annex A is qualified in its entirety by reference to the Plan.

² The amounts set forth herein are estimates primarily based on the Debtors' books and records. Actual Allowed amounts will depend upon, among other things, final reconciliation and resolution of all Claims. Consequently, the actual Allowed Claim amounts may differ materially from these estimates.

Claims and Interests for Kmart Corp.				
Class	Claim or Interest	Treatment	Impaired or Unimpaired	Entitlement to Vote on the Plan ²
2	Secured Claims	Except to the extent that a holder of an Allowed Secured Claim agrees with the Debtors (subject to the Creditors' Committee Notice Procedures) prior to the Effective Date, or the Liquidating Trust after the Effective Date, to different treatment, on the latest of (x) the Effective Date, (y) the date that is ten (10) Business Days after the date such Secured Claim becomes an Allowed Claim, or (z) the next Distribution Date after such Secured Claim becomes an Allowed Secured Claim, each holder of an Allowed Secured Claim will receive from the Debtor against which its Secured Claim is Allowed, on account and in full satisfaction of such Allowed Claim, at the option of the Debtors (subject to the Creditors' Committee Notice Procedures) or Liquidating Trustee, as applicable: (i) Cash in an amount equal to the Allowed amount of such Secured Claim; (ii) transfer of the collateral securing such Secured Claim or the proceeds thereof in satisfaction of the Allowed amount of such Secured Claim; or (iii) such other treatment sufficient to render such holder's Allowed Secured Claim Unimpaired.	Impaired	Yes
3	PBGC Claims	In accordance with the PBGC Settlement, except to the extent otherwise expressly provided under the Plan Settlement as set forth in <u>Section 9.2</u> of this Plan, PBGC shall receive from the Liquidating Trust, (i) the PBGC Liquidating Trust Priority Interest and (ii) in respect of the Allowed PBGC Unsecured Claims, subject to <u>Section 9.2(a)(viii)</u> , PBGC's <i>Pro Rata</i> share of (w) the Kmart Corp. General Unsecured Liquidating Trust Interests; (x) Kmart Corp. Specified Unsecured Liquidating Trust Interests; (y) the General Unsecured Liquidating Trust Interests; and (z) the Specified Unsecured Liquidating Trust Interests, in full and final satisfaction, settlement, release, and discharge of all PBGC Claims against Kmart Corp; provided, that for the avoidance of doubt, no Kmart Corp. Specified Unsecured Liquidating Trust Interests or Specified Unsecured Liquidating Trust Interests shall be granted to holders of Allowed ESL Unsecured Claims	Impaired	Yes

Claims and Interests for Kmart Corp.				
Class	Claim or Interest	Treatment	Impaired or Unimpaired	Entitlement to Vote on the Plan ²
4	General Unsecured Claims	Subject to the Plan Settlement as provided in Section 9.2 of this Plan, except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment with the Debtors (subject to the Creditors' Committee Notice Procedures) prior to the Effective Date, or the Liquidating Trust after the Effective Date, in full and final satisfaction, settlement, release, and discharge of an Allowed General Unsecured Claim, each such holder thereof shall receive its Pro Rata share of (i) the Kmart Corp. General Unsecured Liquidating Trust Interests; (ii) Kmart Corp. Specified Unsecured Liquidating Trust Interests; (iii) the General Unsecured Liquidating Trust Interests; (iv) the Specified Unsecured Liquidating Trust Interests; and (v) any Excess PBGC Amounts that would have been distributed to PBGC on account of Kmart Corp. General Unsecured Liquidating Trust Interests and Kmart Corp. Specified Unsecured Liquidating Trust Interests; provided, that for the avoidance of doubt, no Kmart Corp. Specified Unsecured Liquidating Trust Interests or Specified Unsecured Liquidating Trust Interests shall be granted to holders of Allowed ESL Unsecured Claims	Impaired	Yes
5	ESL Unsecured Claims	Subject to the Plan Settlement as provided in <u>Section 9.2</u> of this Plan and section 9.13(c) of the Asset Purchase Agreement, except to the extent that a holder of an Allowed ESL Unsecured Claim against Kmart Corp. agrees with the Debtors (subject to the consent of the Creditors' Committee, not to be unreasonably withheld) prior to the Effective Date, <u>provided</u> , that, prior to the Effective Date, the Creditors' Committee shall have consent rights with respect to the Allowance or settlement of any ESL Unsecured Claims that were not Allowed pursuant to the Sale Order, or the Liquidating Trust after the Effective Date, to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of such Allowed ESL Unsecured Claim, each such holder thereof shall receive its <i>Pro Rata</i> share of (i) the Kmart Corp. General Unsecured Liquidating Trust Interests; (ii) the General Unsecured Liquidating Trust Interests; and (iii) any Excess PBGC Amounts that would have been distributed to PBGC on account of Kmart Corp. General Unsecured Liquidating Trust Interests	Impaired	Yes
6	Intercompany Claims	On the Effective Date, pursuant to the Plan Settlement as provided in <u>Section 9.2</u> of this Plan, except as provided in <u>Section 9.2(e)</u> , no separate distributions shall be made under the Plan on account of Intercompany Claims, and such Claims shall be extinguished by distribution, contribution, or otherwise, in the discretion of the Debtors (subject to the Creditors' Committee Notice Procedures) and in accordance with section 9.2(a) of the Asset Purchase Agreement	Impaired	No (Deemed to Reject)

Claims and Interests for Kmart Corp.				
Class	Claim or Interest	Treatment	Impaired or Unimpaired	Entitlement to Vote on the Plan²
7	Intercompany Interests	On or after the Effective Date, all Intercompany Interests shall be cancelled. Each such holder thereof shall neither receive nor retain any property of the Estate or direct interest in property of the Estate of the Debtors on account of such Intercompany Interest	Impaired	No (Deemed to Reject)
8	Subordinated Securities Claims	Holders of Subordinated Securities Claims shall not receive or retain any property under the Plan on account of such Subordinated Securities Claims. On the Effective Date, all Subordinated Securities Claims shall be deemed cancelled without further action by or order of the Bankruptcy Court, and shall be of no further force and effect, whether surrendered for cancellation or otherwise	Impaired	No (Deemed to Reject)

Claims and Interests for Kmart Stores of Illinois LLC				
Class	Claim or Interest	Treatment	Impaired or Unimpaired	Entitlement to Vote on the Plan ³
1	Priority Non-Tax Claims	Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees with the Debtors (subject to the Creditors' Committee Notice Procedures) prior to the Effective Date, or the Liquidating Trust after the Effective Date, to less favorable treatment of such Claim in full and final satisfaction, settlement, release, and discharge of such Allowed Priority Non-Tax Claim, at the option of the Debtors (subject to the Creditors' Committee Notice Procedures) or the Liquidating Trustee, each such holder shall receive from the respective Debtor or the Liquidating Trust, as applicable: (i) payment in full in Cash in an amount equal to such Claim, payable on the latest of (A) the Effective Date, (B) the date that is ten (10) Business Days after the date on which such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, or (C) the next Distribution Date after such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, paid (x) first out of the Wind Down Account, subject to the payment in full of Administrative Expense Claims, and pro rata with any Priority Tax Claims; and (y) if the amount available for Distribution pursuant to the foregoing clause (x) is insufficient to remit all Distributions required to be made to such holders pursuant to this sentence, from the Net Proceeds of Total Assets; or (ii) such other treatment so as to render such holder's Allowed Priority Non-Tax Claim Unimpaired.	Unimpaired	No (Presumed to Accept)
2	Secured Claims	Except to the extent that a holder of an Allowed Secured Claim agrees with the Debtors (subject to the Creditors' Committee Notice Procedures) prior to the Effective Date, or the Liquidating Trust after the Effective Date, to different treatment, on the latest of (x) the Effective Date, (y) the date that is ten (10) Business Days after the date such Secured Claim becomes an Allowed Claim, or (z) the next Distribution Date after such Secured Claim becomes an Allowed Secured Claim, each holder of an Allowed Secured Claim will receive from the Debtor against which its Secured Claim is Allowed, on account and in full satisfaction of such Allowed Claim, at the option of the Debtors (subject to the Creditors' Committee Notice Procedures) or Liquidating Trustee, as applicable: (i) Cash in an amount equal to the Allowed amount of such Secured Claim; (ii) transfer of the collateral securing such Secured Claim or the proceeds thereof in satisfaction of the Allowed amount of such Secured Claim; or (iii) such other treatment sufficient to render such holder's Allowed Secured Claim Unimpaired.	Impaired	Yes

³ The amounts set forth herein are estimates primarily based on the Debtors' books and records. Actual Allowed amounts will depend upon, among other things, final reconciliation and resolution of all Claims. Consequently, the actual Allowed Claim amounts may differ materially from these estimates.

Claims and Interests for Kmart Stores of Illinois LLC				
Class	Claim or Interest	Treatment	Impaired or Unimpaired	Entitlement to Vote on the Plan ³
3	PBGC Claims	In accordance with the PBGC Settlement, except to the extent otherwise expressly provided under the Plan Settlement as set forth in <u>Section 9.2</u> of this Plan, PBGC shall receive from the Liquidating Trust, (i) the PBGC Liquidating Trust Priority Interest and (ii) in respect of the Allowed PBGC Unsecured Claims, subject to <u>Section 9.2(a)(viii)</u> , PBGC's <i>Pro Rata</i> share of (w) Kmart IL Guarantee General Unsecured Liquidating Trust Interests; (x) Kmart IL Guarantee Specified Unsecured Liquidating Trust Interests; (y) the General Unsecured Liquidating Trust Interests; and (z) the Specified Unsecured Liquidating Trust Interests, in full and final satisfaction, settlement, release, and discharge of all PBGC Claims against Kmart Stores of Illinois LLC; <u>provided</u> , that for the avoidance of doubt, no Kmart IL Guarantee Specified Unsecured Liquidating Trust Interests or Specified Unsecured Liquidating Trust Interests shall be granted to holders of Allowed ESL Unsecured Claims	Impaired	Yes
4(A)	General Unsecured Claims (other than Kmart WA Guarantee Claims)	Subject to the Plan Settlement as provided in Section 9.2 of this Plan, except to the extent that a holder of an Allowed General Unsecured Claim (other than a Guarantee Claim) agrees with the Debtors (subject to the Creditors' Committee Notice Procedures) prior to the Effective Date, or the Liquidating Trust after the Effective Date, to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of an Allowed General Unsecured Claim (other than a Guarantee Claim), each such holder thereof shall receive its Pro Rata share of (i) the General Unsecured Liquidating Trust Interests and (ii) the Specified Unsecured Liquidating Trust Interests; <u>provided</u> , that for the avoidance of doubt, no Specified Unsecured Liquidating Trust Interests shall be granted to holders of Allowed ESL Unsecured Claims	Impaired	Yes

Claims and Interests for Kmart Stores of Illinois LLC				
Class	Claim or Interest	Treatment	Impaired or Unimpaired	Entitlement to Vote on the Plan ³
4(B)	Guarantee Claims	Subject to the Plan Settlement as provided in Section 9.2 of this Plan, except to the extent that a holder of an Allowed Guarantee Claim agrees with the Debtors (subject to the Creditors' Committee Notice Procedures) prior to the Effective Date, or the Liquidating Trust after the Effective Date, to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of an Allowed Guarantee Claim, each such holder thereof shall receive its Pro Rata share of: (i) Kmart IL Guarantee General Unsecured Liquidating Trust Interests; (ii) Kmart IL Guarantee Specified Unsecured Liquidating Trust Interests; (iii) the General Unsecured Liquidating Trust Interests; (iv) the Specified Unsecured Liquidating Trust Interests; and (v) any Excess PBGC Amounts that would have been distributed to PBGC on account of Kmart IL Guarantee General Unsecured Liquidating Trust Interests and Kmart IL Guarantee Specified Unsecured Liquidating Trust Interests; provided, that for the avoidance of doubt, no Kmart IL Guarantee Specified Unsecured Liquidating Trust Interests or Specified Unsecured Liquidating Trust Interests shall be granted to holders of Allowed ESL Unsecured Claims	Impaired	Yes
5	ESL Unsecured Claims	Subject to the Plan Settlement as provided in Section 9.2 of this Plan and section 9.13(c) of the Asset Purchase Agreement, except to the extent that a holder of an Allowed ESL Unsecured Claim against Kmart Stores of Illinois LLC agrees with the Debtors (subject to the consent of the Creditors' Committee, not to be unreasonably withheld) prior to the Effective Date, provided, that, prior to the Effective Date, the Creditors' Committee shall have consent rights with respect to the Allowance or settlement of any ESL Unsecured Claims that were not Allowed pursuant to the Sale Order, or the Liquidating Trust after the Effective Date, to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of such Allowed ESL Unsecured Claim, each such holder thereof shall receive its Pro Rata share of: (i) Kmart IL Guarantee General Unsecured Liquidating Trust Interests, including any Excess PBGC Amounts; (ii) the General Unsecured Liquidating Trust Interests; and (iii) any Excess PBGC Amounts that would have been distributed to PBGC on account of Kmart IL Guarantee General Unsecured Liquidating Trust Interests	Impaired	Yes
6	Intercompany Claims	On the Effective Date, pursuant to the Plan Settlement as provided in Section 9.2 of this Plan, except as provided in Section 9.2(e), no separate distributions shall be made under the Plan on account of Intercompany Claims, and such Claims shall be extinguished by distribution, contribution, or otherwise, in the discretion of the Debtors (subject to the Creditors' Committee Notice Procedures) and in accordance with section 9.2(a) of the Asset Purchase Agreement.	Impaired	No (Deemed to Reject)

Claims and Interests for Kmart Stores of Illinois LLC				
Class	Claim or Interest	Treatment	Impaired or Unimpaired	Entitlement to Vote on the Plan ³
7	Intercompany Interests	On or after the Effective Date, all Intercompany Interests shall be cancelled. Each such holder thereof shall neither receive nor retain any property of the Estate or direct interest in property of the Estate of the Debtors on account of such Intercompany Interest	Impaired	No (Deemed to Reject)
8	Subordinated Securities Claims	Holders of Subordinated Securities Claims shall not receive or retain any property under the Plan on account of such Subordinated Securities Claims. On the Effective Date, all Subordinated Securities Claims shall be deemed cancelled without further action by or order of the Bankruptcy Court, and shall be of no further force and effect, whether surrendered for cancellation or otherwise	Impaired	No (Deemed to Reject)

Claims and Interests for Kmart of Washington LLC

Class	Claim or Interest	Treatment	Impaired or Unimpaired	Entitlement to Vote on the Plan ⁴
1	Priority Non-Tax Claims	Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees with the Debtors (subject to the Creditors' Committee Notice Procedures) prior to the Effective Date, or the Liquidating Trust after the Effective Date, to less favorable treatment of such Claim in full and final satisfaction, settlement, release, and discharge of such Allowed Priority Non-Tax Claim, at the option of the Debtors (subject to the Creditors' Committee Notice Procedures) or the Liquidating Trustee, each such holder shall receive from the respective Debtor or the Liquidating Trust, as applicable: (i) payment in full in Cash in an amount equal to such Claim, payable on the latest of (A) the Effective Date, (B) the date that is ten (10) Business Days after the date on which such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, or (C) the next Distribution Date after such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, paid (x) first out of the Wind Down Account, subject to the payment in full of Administrative Expense Claims, and pro rata with any Priority Tax Claims; and (y) if the amount available for Distribution pursuant to the foregoing clause (x) is insufficient to remit all Distributions required to be made to such holders pursuant to this sentence, from the Net Proceeds of Total Assets; or (ii) such other treatment so as to render such holder's Allowed Priority Non-Tax Claim Unimpaired.	Unimpaired	No (Presumed to Accept)
2	Secured Claims	Except to the extent that a holder of an Allowed Secured Claim agrees with the Debtors (subject to the Creditors' Committee Notice Procedures) prior to the Effective Date, or the Liquidating Trust after the Effective Date, to different treatment, on the latest of (x) the Effective Date, (y) the date that is ten (10) Business Days after the date such Secured Claim becomes an Allowed Claim, or (z) the next Distribution Date after such Secured Claim becomes an Allowed Secured Claim, each holder of an Allowed Secured Claim will receive from the Debtor against which its Secured Claim is Allowed, on account and in full satisfaction of such Allowed Claim, at the option of the Debtors (subject to the Creditors' Committee Notice Procedures) or Liquidating Trustee, as applicable: (i) Cash in an amount equal to the Allowed amount of such Secured Claim; (ii) transfer of the collateral securing such Secured Claim or the proceeds thereof in satisfaction of the Allowed amount of such Secured Claim; or (iii) such other treatment sufficient to render such holder's Allowed Secured Claim Unimpaired.	Impaired	Yes

⁴ The amounts set forth herein are estimates primarily based on the Debtors' books and records. Actual Allowed amounts will depend upon, among other things, final reconciliation and resolution of all Claims. Consequently, the actual Allowed Claim amounts may differ materially from these estimates.

Claims and Interests for Kmart of Washington LLC

Class	Claim or Interest	Treatment	Impaired or Unimpaired	Entitlement to Vote on the Plan ⁴
3	PBGC Claims	In accordance with the PBGC Settlement, except to the extent otherwise expressly provided under the Plan Settlement as set forth in Section 9.2 of this Plan, PBGC shall receive from the Liquidating Trust, (i) the PBGC Liquidating Trust Priority Interest and (ii) in respect of the Allowed PBGC Unsecured Claims, subject to Section 9.2(a)(viii), PBGC's Pro Rata share of (w) Kmart WA Guarantee General Unsecured Liquidating Trust Interests; (x) Kmart WA Guarantee Specified Unsecured Liquidating Trust Interests; (y) the General Unsecured Liquidating Trust Interests; and (z) the Specified Unsecured Liquidating Trust Interests, in full and final satisfaction, settlement, release, and discharge of all PBGC Claims against Kmart of Washington LLC; provided, that for the avoidance of doubt, no Kmart WA Guarantee Specified Unsecured Liquidating Trust Interests or Specified Unsecured Liquidating Trust Interests shall be granted to holders of Allowed ESL Unsecured Claims	Impaired	Yes
4(A)	General Unsecured Claims (other than Kmart WA Guarantee Claims)	Subject to the Plan Settlement as provided in Section 9.2 of this Plan, except to the extent that a holder of an Allowed General Unsecured Claim (other than a Guarantee Claim) agrees with the Debtors (subject to the Creditors' Committee Notice Procedures) prior to the Effective Date, or the Liquidating Trust after the Effective Date, to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of an Allowed General Unsecured Claim (other than a Guarantee Claim), each such holder thereof shall receive its Pro Rata share of (i) the General Unsecured Liquidating Trust Interests and (ii) the Specified Unsecured Liquidating Trust Interests; provided, that for the avoidance of doubt, no Specified Unsecured Liquidating Trust Interests shall be granted to holders of Allowed ESL Unsecured Claims	Impaired	Yes

Claims and Interests for Kmart of Washington LLC

Class	Claim or Interest	Treatment	Impaired or Unimpaired	Entitlement to Vote on the Plan⁴
4(B)	Guarantee Claims	Subject to the Plan Settlement as provided in Section 9.2 of this Plan, except to the extent that a holder of an Allowed Guarantee Claim agrees with the Debtors (subject to the Creditors' Committee Notice Procedures) prior to the Effective Date, or the Liquidating Trust after the Effective Date, to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of an Allowed Guarantee Claim, each such holder thereof shall receive its Pro Rata share of: (i) Kmart WA Guarantee General Unsecured Liquidating Trust Interests, including any Excess PBGC Amounts; (ii) Kmart WA Guarantee Specified Unsecured Liquidating Trust Interests; (iii) the General Unsecured Liquidating Trust Interests, including any Excess PBGC Amounts; (iv) the Specified Unsecured Liquidating Trust Interests; and (v) any Excess PBGC Amounts that would have been distributed to PBGC on account of Kmart WA Guarantee General Unsecured Liquidating Trust Interests and Kmart WA Guarantee Specified Unsecured Liquidating Trust Interests; provided, that for the avoidance of doubt, no Kmart WA Guarantee Specified Unsecured Liquidating Trust Interests or Specified Unsecured Liquidating Trust Interests shall be granted to holders of Allowed ESL Unsecured Claims	Impaired	Yes
5	ESL Unsecured Claims	Subject to the Plan Settlement as provided in Section 9.2 of this Plan and section 9.13(c) of the Asset Purchase Agreement, except to the extent that a holder of an Allowed ESL Unsecured Claim against Kmart of Washington LLC agrees with the Debtors (subject to the consent of the Creditors' Committee, not to be unreasonably withheld) prior to the Effective Date, provided, that, prior to the Effective Date, the Creditors' Committee shall have consent rights with respect to the Allowance or settlement of any ESL Unsecured Claims that were not Allowed pursuant to the Sale Order, or the Liquidating Trust after the Effective Date, to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of such Allowed ESL Unsecured Claim, each such holder thereof shall receive its Pro Rata share of: (i) Kmart WA Guarantee General Unsecured Liquidating Trust Interests, including any Excess PBGC Amounts; (ii) the General Unsecured Liquidating Trust Interests; and (iii) any Excess PBGC Amounts that would have been distributed to PBGC on account of Kmart WA Guarantee General Unsecured Liquidating Trust Interests	Impaired	Yes
6	Intercompany Claims	On the Effective Date, pursuant to the Plan Settlement as provided in Section 9.2 of this Plan, except as provided in Section 9.2(e), no separate distributions shall be made under the Plan on account of Intercompany Claims, and such Claims shall be extinguished by distribution, contribution, or otherwise, in the discretion of the Debtors (subject to the Creditors' Committee Notice Procedures) and in accordance with section 9.2(a) of the Asset Purchase Agreement	Impaired	No (Deemed to Reject)

Claims and Interests for Kmart of Washington LLC

Class	Claim or Interest	Treatment	Impaired or Unimpaired	Entitlement to Vote on the Plan ⁴
7	Intercompany Interests	On or after the Effective Date, all Intercompany Interests shall be cancelled. Each such holder thereof shall neither receive nor retain any property of the Estate or direct interest in property of the Estate of the Debtors on account of such Intercompany Interest	Impaired	No (Deemed to Reject)
8	Subordinated Securities Claims	Holders of Subordinated Securities Claims shall not receive or retain any property under the Plan on account of such Subordinated Securities Claims. On the Effective Date, all Subordinated Securities Claims shall be deemed cancelled without further action by or order of the Bankruptcy Court, and shall be of no further force and effect, whether surrendered for cancellation or otherwise	Impaired	No (Deemed to Reject)

Claims and Interests for Sears Holdings Corporation				
Class	Claim or Interest	Treatment	Impaired or Unimpaired	Entitlement to Vote on the Plan ⁵
1	Priority Non-Tax Claims	Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees with the Debtors (subject to the Creditors' Committee Notice Procedures) prior to the Effective Date, or the Liquidating Trust after the Effective Date, to less favorable treatment of such Claim in full and final satisfaction, settlement, release, and discharge of such Allowed Priority Non-Tax Claim, at the option of the Debtors (subject to the reasonable consent of the Creditors' Committee) or the Liquidating Trustee, each such holder shall receive from the respective Debtor or the Liquidating Trust, as applicable: (i) payment in full in Cash in an amount equal to such Claim, payable on the latest of (A) the Effective Date, (B) the date that is ten (10) Business Days after the date on which such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, or (C) the next Distribution Date after such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, paid (x) first out of the Wind Down Account, subject to the payment in full of Administrative Expense Claims, and pro rata with any Priority Tax Claims; and (y) if the amount available for Distribution pursuant to the foregoing clause (x) is insufficient to remit all Distributions required to be made to such holders pursuant to this sentence, from the Net Proceeds of Total Assets; or (ii) such other treatment so as to render such holder's Allowed Priority Non-Tax Claim Unimpaired.	Unimpaired	No (Presumed to Accept)
2	Secured Claims	Except to the extent that a holder of an Allowed Secured Claim agrees with the Debtors (subject to the Creditors' Committee Notice Procedures) prior to the Effective Date, or the Liquidating Trust after the Effective Date, to different treatment, on the latest of (x) the Effective Date, (y) the date that is ten (10) Business Days after the date such Secured Claim becomes an Allowed Claim, or (z) the next Distribution Date after such Secured Claim becomes an Allowed Secured Claim, each holder of an Allowed Secured Claim will receive from the Debtor against which its Secured Claim is Allowed, on account and in full satisfaction of such Allowed Claim, at the option of the Debtors (subject to the Creditors' Committee Notice Procedures) or Liquidating Trustee, as applicable: (i) Cash in an amount equal to the Allowed amount of such Secured Claim; (ii) transfer of the collateral securing such Secured Claim or the proceeds thereof in satisfaction of the Allowed amount of such Secured Claim; or (iii) such other treatment sufficient to render such holder's Allowed Secured Claim Unimpaired.	Impaired	Yes

⁵ The amounts set forth herein are estimates primarily based on the Debtors' books and records. Actual Allowed amounts will depend upon, among other things, final reconciliation and resolution of all Claims. Consequently, the actual Allowed Claim amounts may differ materially from these estimates.

Claims and Interests for Sears Holdings Corporation				
Class	Claim or Interest	Treatment	Impaired or Unimpaired	Entitlement to Vote on the Plan ⁵
3	PBGC Claims	In accordance with the PBGC Settlement, except to the extent otherwise expressly provided under the Plan Settlement as set forth in Section 9.2 of this Plan, PBGC shall receive from the Liquidating Trust, (i) the PBGC Liquidating Trust Priority Interest and (ii) in respect of the Allowed PBGC Unsecured Claims, PBGC's Pro Rata share of (x) the General Unsecured Liquidating Trust Interests and (y) the Specified Unsecured Liquidating Trust Interests, in full and final satisfaction, settlement, release, and discharge of all PBGC Claims against Sears Holdings Corp.	Impaired	Yes
4	General Unsecured Claims	Subject to the Plan Settlement as provided in Section 9.2 of this Plan, except to the extent that a holder of an Allowed General Unsecured Claim agrees with the Debtors (subject to the Creditors' Committee Notice Procedures) prior to the Effective Date, or the Liquidating Trust after the Effective Date, to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of an Allowed General Unsecured Claim, each such holder thereof shall receive its Pro Rata share of (i) the General Unsecured Liquidating Trust Interests and (ii) the Specified Unsecured Liquidating Trust Interests; provided, that for the avoidance of doubt, no Specified Unsecured Liquidating Trust Interests shall be granted to holders of Allowed ESL Unsecured Claims	Impaired	Yes
5	ESL Unsecured Claims	Subject to the Plan Settlement as provided in Section 9.2 of this Plan and section 9.13(c) of the Asset Purchase Agreement, except to the extent that a holder of an Allowed ESL Unsecured Claim against Sears Holdings Corp. agrees with the Debtors (subject to the consent of the Creditors' Committee, not to be unreasonably withheld) prior to the Effective Date, provided, that, prior to the Effective Date, the Creditors' Committee shall have consent rights with respect to the Allowance or settlement of any ESL Unsecured Claims that were not Allowed pursuant to the Sale Order, or the Liquidating Trust after the Effective Date, to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of such Allowed ESL Unsecured Claim, each such holder thereof shall receive its Pro Rata share of the General Unsecured Liquidating Trust Interests.	Impaired	Yes
6	Intercompany Claims	On the Effective Date, pursuant to the Plan Settlement as provided in Section 9.2 of this Plan, except as provided in Section 9.2(e), no separate distributions shall be made under the Plan on account of Intercompany Claims, and such Claims shall be extinguished by distribution, contribution, or otherwise, in the discretion of the Debtors (subject to the Creditors' Committee Notice Procedures) and in accordance with section 9.2(a) of the Asset Purchase Agreement.	Impaired	No (Deemed to Reject)

Claims and Interests for Sears Holdings Corporation				
Class	Claim or Interest	Treatment	Impaired or Unimpaired	Entitlement to Vote on the Plan ⁵
7	Intercompany Interests	On or after the Effective Date, all Intercompany Interests shall be cancelled. Each such holder thereof shall neither receive nor retain any property of the Estate or direct interest in property of the Estate of the Debtors on account of such Intercompany Interest	Impaired	No (Deemed to Reject)
8	Subordinated Securities Claims	Holders of Subordinated Securities Claims shall not receive or retain any property under the Plan on account of such Subordinated Securities Claims. On the Effective Date, all Subordinated Securities Claims shall be deemed cancelled without further action by or order of the Bankruptcy Court, and shall be of no further force and effect, whether surrendered for cancellation or otherwise	Impaired	No (Deemed to Reject)
9	Existing SHC Equity Interests	On the Effective Date, all Existing SHC Equity Interests shall be cancelled. Each such holder thereof shall neither receive nor retain any property of the Estate or direct interest in property of the Estate of SHC on account of such Existing SHC Equity Interest	Impaired	No (Deemed to Reject)

Claims and Interests for All Other Debtors				
Class	Claim or Interest	Treatment	Impaired or Unimpaired	Entitlement to Vote on the Plan ⁶
1	Priority Non-Tax Claims	Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees with the Debtors (subject to the Creditors' Committee Notice Procedures) prior to the Effective Date, or the Liquidating Trust after the Effective Date, to less favorable treatment of such Claim in full and final satisfaction, settlement, release, and discharge of such Allowed Priority Non-Tax Claim, at the option of the Debtors (subject to the Creditors' Committee Notice Procedures) or the Liquidating Trustee, each such holder shall receive from the respective Debtor or the Liquidating Trust, as applicable: (i) payment in full in Cash in an amount equal to such Claim, payable on the latest of (A) the Effective Date, (B) the date that is ten (10) Business Days after the date on which such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, or (C) the next Distribution Date after such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, paid (x) first out of the Wind Down Account, subject to the payment in full of Administrative Expense Claims, and pro rata with any Priority Tax Claims; and (y) if the amount available for Distribution pursuant to the foregoing clause (x) is insufficient to remit all Distributions required to be made to such holders pursuant to this sentence, from the Net Proceeds of Total Assets; or (ii) such other treatment so as to render such holder's Allowed Priority Non-Tax Claim Unimpaired.	Unimpaired	No (Presumed to Accept)
2	Secured Claims	Except to the extent that a holder of an Allowed Secured Claim agrees with the Debtors (subject to the Creditors' Committee Notice Procedures) prior to the Effective Date, or the Liquidating Trust after the Effective Date, to different treatment, on the latest of (x) the Effective Date, (y) the date that is ten (10) Business Days after the date such Secured Claim becomes an Allowed Claim, or (z) the next Distribution Date after such Secured Claim becomes an Allowed Secured Claim, each holder of an Allowed Secured Claim will receive from the Debtor against which its Secured Claim is Allowed, on account and in full satisfaction of such Allowed Claim, at the option of the Debtors (subject to the Creditors' Committee Notice Procedures) or Liquidating Trustee, as applicable: (i) Cash in an amount equal to the Allowed amount of such Secured Claim; (ii) transfer of the collateral securing such Secured Claim or the proceeds thereof in satisfaction of the Allowed amount of such Secured Claim; or (iii) such other treatment sufficient to render such holder's Allowed Secured Claim Unimpaired.	Impaired	Yes

⁶ The amounts set forth herein are estimates primarily based on the Debtors' books and records. Actual Allowed amounts will depend upon, among other things, final reconciliation and resolution of all Claims. Consequently, the actual Allowed Claim amounts may differ materially from these estimates.

Claims and Interests for All Other Debtors				
Class	Claim or Interest	Treatment	Impaired or Unimpaired	Entitlement to Vote on the Plan ⁶
3	PBGC Claims	In accordance with the PBGC Settlement, except to the extent otherwise expressly provided under the Plan Settlement as set forth in Section 9.2 of this Plan, PBGC shall receive from the Liquidating Trust, (i) the PBGC Liquidating Trust Priority Interest and (ii) in respect of the Allowed PBGC Unsecured Claims, PBGC's Pro Rata share of (x) the General Unsecured Liquidating Trust Interests and (y) the Specified Unsecured Liquidating Trust Interests, in full and final satisfaction, settlement, release, and discharge of all PBGC Claims against any Debtor (other than Kmart Corp., Kmart Stores of Illinois LLC, Kmart of Washington LLC, and Sears Holdings Corp.) for which the Plan is confirmed	Impaired	Yes
4	General Unsecured Claims	Subject to the Plan Settlement as provided in Section 9.2 of this Plan, except to the extent that a holder of an Allowed General Unsecured Claim agrees with the Debtors (subject to the Creditors' Committee Notice Procedures) prior to the Effective Date, or the Liquidating Trust after the Effective Date, to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of an Allowed General Unsecured Claim, each such holder thereof shall receive its Pro Rata share of (i) the General Unsecured Liquidating Trust Interests and (ii) the Specified Unsecured Liquidating Trust Interests; provided, that for the avoidance of doubt, no Specified Unsecured Liquidating Trust Interests shall be granted to holders of Allowed ESL Unsecured Claims	Impaired	Yes
5	ESL Unsecured Claims	Subject to the Plan Settlement as provided in Section 9.2 of this Plan and section 9.13(c) of the Asset Purchase Agreement, except to the extent that a holder of an Allowed ESL Unsecured Claim against all Debtors other than (i) Kmart Corp., (ii) Kmart Stores of Illinois LLC, (iii) Kmart of Washington LLC, and (iv) Sears Holdings Corp., agrees with the Debtors (subject to the consent of the Creditors' Committee, not to be unreasonably withheld) prior to the Effective Date, provided, that, prior to the Effective Date the Creditors' Committee shall have consent rights with respect to the Allowance or settlement of any ESL Unsecured Claims that were not Allowed pursuant to the Sale Order, or the Liquidating Trust after the Effective Date, to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of such Allowed ESL Unsecured Claim, each such holder thereof shall receive its Pro Rata share of the General Unsecured Liquidating Trust Interests	Impaired	Yes

Claims and Interests for All Other Debtors				
Class	Claim or Interest	Treatment	Impaired or Unimpaired	Entitlement to Vote on the Plan ⁶
6	Intercompany Claims	On the Effective Date, pursuant to the Plan Settlement as provided in Section 9.2 of this Plan, except as provided in Section 9.2(e), no separate distributions shall be made under the Plan on account of Intercompany Claims, and such Claims shall be extinguished by distribution, contribution, or otherwise, in the discretion of the Debtors (subject to the Creditors' Committee Notice Procedures) and in accordance with section 9.2(a) of the Asset Purchase Agreement	Impaired	No (Deemed to Reject)
7	Intercompany Interests	On or after the Effective Date, all Intercompany Interests shall be cancelled. Each such holder thereof shall neither receive nor retain any property of the Estate or direct interest in property of the Estate of the Debtors on account of such Intercompany Interest	Impaired	No (Deemed to Reject)
8	Subordinated Securities Claims	Holders of Subordinated Securities Claims shall not receive or retain any property under the Plan on account of such Subordinated Securities Claims. On the Effective Date, all Subordinated Securities Claims shall be deemed cancelled without further action by or order of the Bankruptcy Court, and shall be of no further force and effect, whether surrendered for cancellation or otherwise	Impaired	No (Deemed to Reject)

Annex B¹

Select Plan Provisions

Select Defined Terms

“Exculpated Parties” means collectively: (a) the Debtors; (b) the Creditors’ Committee and each of its members in their official capacity; (c) with respect to each of the foregoing entities in clauses (a) through (b), all Related Parties; provided, that ESL Parties shall not be Exculpated Parties under the Plan. For the avoidance of doubt, each of the Debtors’ post-Commencement Date directors, officers, and employees (other than the ESL Parties) shall be Exculpated Parties under the Plan.

“Related Parties” means with respect to any Released Party or Exculpated Party, such Party’s successors and assigns, managed accounts or funds, and all of their respective postpetition officers, postpetition directors, postpetition principals, postpetition employees, postpetition agents, postpetition trustees, postpetition advisory board members, financial advisors, attorneys, accountants, actuaries, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, and persons’ respective heirs, executors, estates, servants, and nominees, including the Restructuring Committee, Restructuring Subcommittee, and each of its respective members; provided, that, any ESL Party shall not be a Related Party.

“Released Parties” means in each case, solely in their capacities as such: (a) the Debtors; (b) the Creditors’ Committee and each of its members; (c) the Liquidating Trustee; (d) the Liquidating Trust Board; (e) with respect to each of the foregoing entities in clauses (a) through (d), all Related Parties; provided, that, with respect to each of the foregoing entities in clause (c) and (d), each shall not be released for any post-Effective Date conduct; provided, further, that the following entities shall not be “Released Parties” under the Plan: (i) the ESL Parties; (ii) any person or Entity against which any action has been commenced on behalf of the Debtors or their Estates, in this Bankruptcy Court or any court of competent jurisdiction prior to the Confirmation Hearing; (iii) any Entity identified as a defendant or a potential defendant of an Estate Cause of Action in the Plan Supplement; and (iv) any subsequent transferee of any of the foregoing with respect to any Assets of the Debtors; provided, further, that recovery on account of any Causes of Action against the Specified Directors and Officers, solely with respect to D&O Claims, shall be subject to the limitations set forth in Section 15.11.

“Specified Directors and Officers” means any person who is a director of any of the Debtors on the Effective Date and any person who was an officer of any of the Debtors immediately prior to the closing of the Sale Transaction, each in their capacity as a director or officer of the Debtors, as applicable.

“D&O Claim” means any Preserved Cause of Action against the Specified Directors and Officers.

Section 15.7 of the Plan: Term of Injunctions or Stays: Unless otherwise provided herein, the Confirmation Order, or in a Final Order of the Bankruptcy Court, all injunctions or stays arising under or entered during the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

Section 15.8 of the Plan: Injunction: (a) Upon entry of the Confirmation Order, all holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan; (b) Except as expressly provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all Entities who have held, hold, or may hold Claims against or Interests in any or all of the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan)

¹ Annex B is qualified in its entirety by reference to the Plan.

and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates are permanently enjoined, on and after the Effective Date, with respect to such Claims and Interests, from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors or the Liquidating Trust or the property of any of the Debtors or the Liquidating Trust, (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Debtors or the Liquidating Trust or the property of any of the Debtors or the Liquidating Trust, (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors or the Liquidating Trust or the property of any of the Debtors or the Liquidating Trust, (iv) asserting any right of setoff, directly or indirectly, against any obligation due from the Debtors or the Liquidating Trust or against property or interests in property of any of the Debtors or the Liquidating Trust; and (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan; (c) By accepting Distributions pursuant to the Plan, each holder of an Allowed Claim extinguished or released pursuant to the Plan shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including the injunctions set forth in this Section 15.8; (d) The injunctions in this Section 15.8 shall extend to any successors of the Debtors and their respective property and interests in property.

Section 15.9 of the Plan: Releases: (a) **Debtor Release.** As of the Effective Date, except for the right to enforce the Plan or any right or obligation arising under the Definitive Documents that remain in effect after the Effective Date, for good and valuable consideration, on and after the Effective Date, the Released Parties shall be deemed released and discharged, by the Debtors, the Liquidating Trust, and the Estates, and any Entity seeking to exercise the rights of or on behalf of the Estates, and any successors to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, to the maximum extent permitted by law, as such law may be extended subsequent to the Effective Date, from any and all Causes of Action that the Debtors, the Liquidating Trust, or the Debtors' Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' Estates, the conduct of the Debtors' businesses, the filing and administration of the Chapter 11 Cases, including the Asset Purchase Agreement, the purchase, sale or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, and the Definitive Documents, or any related agreements, instruments, or other documents, and the negotiation, formulation, or preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission, in all cases based upon any act or omission, transaction, agreement, or other event taking place on or before the Effective Date; provided, that, nothing in this Section 15.9(a) shall be construed to release the Released Parties from gross negligence, willful misconduct, criminal misconduct or intentional fraud as determined by a Final Order by a court of competent jurisdiction; provided, further, that nothing shall be construed to release the Released Parties from any Canadian Causes of Action. For the avoidance of doubt, nothing herein shall release any Claim or Cause of Action that is expressly preserved and not released pursuant to the terms of the Asset Purchase Agreement. The foregoing releasing parties shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section 15.9(a) against each of the Released Parties. (b) **Third Party Releases.** As of the Effective Date, except for the right to enforce the Plan or any right or obligation arising under the Definitive Documents that remains in effect after the Effective Date (including the right of the Liquidating Trust to prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any Preserved Causes of Action, including the Specified Causes of Action), for good and valuable consideration, on and after the Effective Date, in accordance with section 1141 of the Bankruptcy Code, each of the Released Parties shall be deemed released and discharged, to the maximum extent permitted by law, as such law may be extended subsequent to the Effective Date, except as otherwise provided herein, by each of the following (all such persons or Entities, the "Releasing Parties"): (i) the holders of all Claims who vote to accept the Plan, (ii) the holders of Claims who reject the Plan or abstain from voting on the Plan and do not opt out of these releases on the Ballots, (iii) each of the Released Parties (other than the Debtors), and (iv) with respect to any entity in the foregoing clauses (i) through (iii), (x) such entity's predecessors, successors, and assigns, and (y) all persons entitled to assert Claims through or on behalf of such entities with respect to the matters for which the releasing entities are providing releases; in each case, from any and all Causes of Action that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) based on or relating to, or in any manner arising from, in whole or in part,

the Debtors, the Debtors' Estates, the Plan, the filing and administration of the Chapter 11 Cases, including the Asset Purchase Agreement, the Sale Transaction, the purchase, sale or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party (other than assumed contracts or leases), the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, preparation or consummation of the Plan (including the Plan Supplement), the Definitive Documents, or any related agreements, instruments or other documents, or the solicitation of votes with respect to the Plan, in all cases based upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date; provided, that, nothing in this Section 15.9(b) shall be construed to release the Released Parties from gross negligence, willful misconduct, criminal misconduct or intentional fraud as determined by a Final Order by a court of competent jurisdiction; provided, further, that, nothing in this Section 15.9(b) shall be construed to release any Claim or Cause of Action relating to or arising from the Sale Transaction following entry of the Sale Order by the Bankruptcy Court; provided, further, that nothing shall be construed to release the Released Parties from any Canadian Causes of Action. The Releasing Parties shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section 15.9(b) against each of the Released Parties. For the avoidance of doubt, notwithstanding anything to the contrary herein, the releases set forth in Section 15.9(b) of the Plan shall not apply to any investor that does not qualify as an "Accredited Investor" (within the meaning of rule 501(a) of Regulation D of the Securities Act of 1933).

Section 15.10 of the Plan: Exculpation: To the maximum extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party is hereby released and exculpated from, any claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, and liability for conduct occurring on or after the Commencement Date in connection with or arising out of the filing and administration of the Chapter 11 Cases, including the Asset Purchase Agreement; the negotiation and pursuit of the Disclosure Statement, the restructuring transactions, the Plan, or the solicitation of votes for, or confirmation of, the Plan; the funding or consummation of the Plan (including the Plan Supplement), the Definitive Documents, or any related agreements, instruments, or other documents, the solicitation of votes on the Plan, the offer, issuance, and Distribution of any securities issued or to be issued pursuant to the Plan, whether or not such Distributions occur following the Effective Date; the occurrence of the Effective Date, negotiations regarding or concerning any of the foregoing; or the administration of the Plan or property to be distributed under the Plan; the wind down of the businesses of any of the Debtors; or the transactions in furtherance of any of the foregoing; except for acts or omissions of an Exculpated Party arising out of or related to acts or omissions that constitute fraud, gross negligence, criminal misconduct or willful misconduct. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

Section 15.11 of the Plan: Limitations on Executable Assets with Respect to the D&O Claims: Any recovery by or on behalf of the Liquidating Trust (and the beneficiaries thereof) on account of any Preserved Cause of Action against any of the Specified Directors and Officers, solely in his or her capacity as a director of the Debtors prior to the Effective Date, or officer of the Debtors prior to the closing of the Sale Transaction, as applicable, including in each case by way of settlement or judgment, shall be limited to the Debtors' available D&O Policies' combined limits, after payment from such D&O Policies of any and all covered costs and expenses incurred by the covered parties in connection with the defense of any D&O Claim (the "D&O Insurance Coverage"). No party, including the Liquidating Trust, shall execute, garnish or otherwise attempt to collect on any settlement of or judgment in the D&O Claims upon any assets of the Specified Directors and Officers on account of any Preserved Cause of Action except to the extent necessary to trigger the D&O Insurance Coverage. In the event D&O Insurance Coverage is denied for any settlement or judgment in the Liquidating Trust's favor, the Specified Directors and Officers shall assign any claims for coverage or other rights of recovery they may have against the D&O Policy insurers to the Liquidating Trust.